
A

**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS**

ISSUED BY

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)**

ISSUED TO

**CROSSROADS CHARTER ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF
CROSSROADS CHARTER ACADEMY**

AS A

PUBLIC SCHOOL ACADEMY

DATED:

JULY 1, 2015

GENERAL INDEX

Contract Schedules

- Schedule 1: University Board Resolutions
 - Method of Selection Resolution, dated May 11, 2015
 - Authorization Resolution, dated May 11, 2015
- Schedule 2: Articles of Incorporation
- Schedule 3: Bylaws
- Schedule 4: Fiscal Agent Agreement
- Schedule 5: Master Calendar of Reporting Requirements (MCRR)
- Schedule 6: Information To Be Provided By Academy and Educational Management Company
- Schedule 7: Academy Specific Information & Educational Program
 - Schedule 7-1: Educational Goals and Programs
 - Schedule 7-2: Curriculum
 - Schedule 7-3: Staff Responsibilities
 - Schedule 7-4: Methods of Accountability and Pupil Assessment
 - Schedule 7-5: Academy's Admission Policies and Criteria
 - Schedule 7-6: School Calendar and School Day Schedule
 - Schedule 7-7: Age/Grade Range of Pupils Enrolled
 - Schedule 7-8: Address and Description of Proposed Physical Plant; Lease or Deed for Proposed Site; and Occupancy Certificate

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section

Section 1.1	Certain Definitions.....	1
Section 1.2	Schedules	3
Section 1.3	Statutory Definitions.....	3
Section 1.4	Application.....	3
Section 1.5	Conflicting Contract Provisions.....	3

ARTICLE II

ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1	University Board Resolutions	4
Section 2.2	Method for Monitoring Academy's Compliance With Applicable Law and Performance of its Targeted Educational Outcomes.....	4
Section 2.3	University Board Administrative Fee	5
Section 2.4	University Board as Fiscal Agent for the Academy	5
Section 2.5	Authorization of Employment	5
Section 2.6	Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University	6
Section 2.7	Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University	6
Section 2.8	Authorizing Body Contract Authorization Process	6

ARTICLE III

REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1	Governmental Agency or Entity and Political Subdivision.....	7
Section 3.2	Other Permitted Activities	7

ARTICLE IV

PURPOSE

Section 4.1	Academy's Purpose	7
-------------	-------------------------	---

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1	Articles of Incorporation.....	7
Section 5.2	Bylaws.....	7

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1	Governance Structure.....	8
Section 6.2	Contributions and Fund Raising	8
Section 6.3	Educational Goals and Programs	8
Section 6.4	Curriculum	8
Section 6.5	Methods of Accountability	8
Section 6.6	Staff Responsibilities	9
Section 6.7	Admission Policy	9
Section 6.8	School Calendar/School Day Schedule	9
Section 6.9	Age/Grade Range of Pupils Enrolled.....	9
Section 6.10	Annual Financial Audit.....	9
Section 6.11	Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations.....	9
Section 6.12	Accounting Standards	10
Section 6.13	Placement of University Student Interns	10
Section 6.14	Disqualified Organizational or Contractual Affiliations.....	10
Section 6.15	Matriculation Agreements	11
Section 6.16	Posting of Adequate Yearly Progress (AYP) and Accreditation Status ...	11

ARTICLE VII

TUITION PROHIBITED

Section 7.1	Tuition Prohibited: Fees and Expenses.....	11
-------------	--	----

ARTICLE VIII

COMPLIANCE WITH PART 6A OF CODE AND OTHER LAWS

Section 8.1	Compliance with Part 6a of Code	11
Section 8.2	Compliance with State School Aid Act	11
Section 8.3	Open Meetings Act	11
Section 8.4	Freedom of Information Act	11
Section 8.5	Public Employees Relations Act.....	12
Section 8.6	Prevailing Wage on State Contracts	12
Section 8.7	Uniform Budgeting and Accounting Act.....	12
Section 8.8	Revised Municipal Finance Act of 2001	12
Section 8.9	Non-discrimination	12

Section 8.10	Other State Laws	12
Section 8.11	Federal Laws	12

ARTICLE IX

AMENDMENT

Section 9.1	Process for Amending the Contract	12
Section 9.2	Process for Amending Academy Articles of Incorporation.....	13
Section 9.3	Process for Amending Academy Bylaws	13
Section 9.4	Change in Existing Law	13

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1	Grounds and Procedures for Academy Termination of Contract	13
Section 10.2	Termination by University Board	14
Section 10.3	Contract Suspension.....	15
Section 10.4	Statutory Grounds for Revocation	15
Section 10.5	Other Grounds for University Board Revocation	16
Section 10.6	University Board Procedures for Revoking Contract	17
Section 10.7	Automatic Revocation by State of Michigan.....	19
Section 10.8	Material Breach of Contract.....	20
Section 10.9	Appointment of Conservator/Trustee	20

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1	Grand Valley State University Faculty Employment in the Academy	21
Section 11.2	The Academy Faculty Appointment to Grand Valley State University Faculty.....	21
Section 11.3	Student Conduct and Discipline.....	21
Section 11.4	Insurance	21
Section 11.5	Transportation	22
Section 11.6	Extracurricular Activities and Interscholastic Sports	22
Section 11.7	Legal Liabilities and Covenants Not to Sue	22
Section 11.8	Lease or Deed for Proposed Single Site(s)	23
Section 11.9	Occupancy and Safety Certificates	23
Section 11.10	Deposit of Public Funds by the Academy.....	23
Section 11.11	Educational Service Provider Agreements	23
Section 11.12	Required Provisions for Educational Service Provider Agreements	23
Section 11.13	Incompatible Public Offices and Conflicts of Interest Statutes	24
Section 11.14	Certain Familial Relationships Prohibited	25
Section 11.15	Dual Employment Positions Prohibited.....	25

Section 11.16	Oath of Public Office	25
Section 11.17	Information Available to the Public and University	25
Section 11.18	Authorizing Body Invitation to Apply to Convert Academy to School of Excellence	25

ARTICLE XII

GENERAL TERMS

Section 12.1	Notices	26
Section 12.2	Severability	26
Section 12.3	Successors and Assigns.....	26
Section 12.4	Entire Contract.....	26
Section 12.5	Assignment	26
Section 12.6	Non-Waiver.....	27
Section 12.7	Indemnification	27
Section 12.8	Construction.....	27
Section 12.9	Force Majeure	27
Section 12.10	No Third Party Rights	27
Section 12.11	Non-agency	27
Section 12.12	Governing Law	28
Section 12.13	Counterparts.....	28
Section 12.14	Term of Contract.....	28
Section 12.15	Survival of Provisions.....	29
Section 12.16	Termination of Responsibilities	29
Section 12.17	Disposition of Academy Assets Upon Termination or Revocation of Contract.....	29

[INTENTIONALLY LEFT BLANK]

Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to Crossroads Charter Academy (the “Academy”), to be effective July 1, 2015, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- i) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.
- j) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that

has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.

- k) **Fund Balance Deficit** means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- l) **Management Agreement or ESP Agreement** means an agreement as defined under section 503c of the Code, MCL 380.503c that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.
- m) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Charter Schools Office may amend the MCRR each fiscal year or at other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- n) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of members, qualification of Board Academy members and other pertinent provisions relating to the Academy Board.
- o) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.
- p) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.

- q) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- r) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 *et seq.*
- s) **University Board** means the Grand Valley State University Board of Trustees.
- t) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- u) **University Charter Schools Office** or **CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for public school academy applicants and public school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- v) **University Charter Schools Office Director** or **CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.
- w) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.5. Conflicting Contract Provisions. In the event that there is a conflict between the language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

(a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution, which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection Resolution. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.

(b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.
- b) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- c) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- d) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections

shall occur during the Academy's hours of operation and after advance notice to the Academy.

- e) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- f) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- g) The Academy shall provide the University Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- h) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.

Section 2.3. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 2.4. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the University Charter Schools

Office for review. The University Charter Schools Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP agreement shall be effective unless and until the agreement complies with Section 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.7. Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at anytime, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract,

consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

ARTICLE III

REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

ARTICLE IV

PURPOSE

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent changes to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Articles of Incorporation. Unless amended pursuant to Section 9.2 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.2. Bylaws. Unless amended pursuant to Section 9.3 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the approved Michigan state standardized assessment designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;

- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.5 Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all application, enrollment and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University Charter Schools Office that demonstrates the following:

- a) the Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- b) the Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1st. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through Twelfth Grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the Charter Schools Office in accordance with the MCRR. The Academy Board shall provide to the Charter Schools Office a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the

Academy's proposed site or sites is set forth in Schedule 7-8. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

The University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the University Charter Schools Office an application for site expansion, in a form or manner determined by the University Charter Schools Office. The application for site expansion shall include all information requested by the University Charter Schools Office, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedules 7-8. Upon receipt of a complete application for site expansion, the University Charter Schools Office shall review the application for site expansion and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the University Charter Schools Office of the application for site expansion shall include a determination by the Charter Schools Office that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

If the University Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with Applicable Law.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this

Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft and final copy of the agreement to the University Charter Schools Office for review and retention.

Section 6.16. Posting of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

ARTICLE VII

TUITION PROHIBITED

Section 7.1. Tuition Prohibited: Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6a of the Code. The Academy shall comply with Part 6a of the Code.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. Pursuant to Section 503(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 503(6)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. Pursuant to Section 503(6)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 and 6.11, the University Board delegates to its University President the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.2. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon approval by the President or Designee of the University after review and recommendation by the University's Legal Counsel. Upon University approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the appropriate state agency. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or other reason, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Labor and Economic Growth.

Section 9.3. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board's Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.3.

Section 9.4. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing laws as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than ten (10) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the ten (10) month requirement. A copy of

the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by University Board. The University Board may terminate this Contract before the end of the Contract Term as follows:

(a) Termination Without Cause. Except as otherwise provided in subsections (b), (c) or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than ten (10) calendar months from the date of the University Board's resolution approving such termination. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

(i) the issuance of an order by the Superintendent of Public Instruction, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer; or

(ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.

(c) Automatic Termination Caused By Placement of Academy in State School Reform / Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/Redesign School District pursuant to Section 1280c of the Code, then the University Board may terminate this Contract at the end of the current school year.

(d) Automatic Termination For Failure to Satisfy Requirements During the Initial Term of Contract. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

Section 10.3. Contract Suspension. The University Board's process for suspending the Contract is as follows:

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; or (iv) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.

- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (i).

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.7, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

- a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;

- b) Failure of the Academy to comply with all Applicable Law;

- c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.7, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services, without first obtaining University President or Designee approval;
- e) The University Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University Board in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;
- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board; or
- h) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.11 of the Terms and Conditions.

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.7 or the termination of Contract by the

University Board in Section 10.2, the University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director or other University representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.
- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following

- actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of directors or a conservator/trustee to take over operations of the Academy. The University Charter Schools Office shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.
- e) Request for Revocation Hearing. The CSO Director or other University representative may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
- i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
 - ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
 - iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
 - iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
 - v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
 - vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
 - vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO Director or other University representative shall send a copy of the Request for Revocation Hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.

- f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director or other University Representative. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the

Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

- g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.
- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board, but no later than the last day of the Academy's current academic year.
- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.
- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.7. Automatic Revocation by State of Michigan. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6a of the Code ("State's Automatic Closure Notice"), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy's authority to operate

certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the University Board or the Academy. The University Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the University Charter Schools Office shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in the State's Automatic Closure Notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.8. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280C of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Charter Schools Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280C of the Code. The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the University Board to terminate, suspend, or revoke this Contract.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may take immediate action against the Academy pending completion of the procedures described in Sections 10.6. The University Board may appoint a conservator/ trustee to manage the day-to-day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall cease. If this section has been implemented and the Hearing Panel under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board's decision.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Grand Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.

Section 11.2. The Academy Faculty Appointment to Grand Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the “first named insured” at all times the following insurance coverage:

- a) Property insurance covering all of the Academy’s real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers’ Compensation or Worker’ Compensation without employees (this is considered minimum premium, “if any” insurance) (statutory limits) and Employers’ Liability insurance with a minimum of one million dollars (\$1,000,000);
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000); and
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).
- h) Umbrella with a minimum \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 limit.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an “A” best rating or better. The Academy may join with other public school academies to obtain

insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured with its own limits, i.e. no sharing of limits.

The Academy shall list the University Board and the University on the insurance policies as an additional insured with primary coverage on insurance coverage listed in (b), (c), (e), and (g) above. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University's insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University's insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University's insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.5. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.6. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.7. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy Board members hereby covenant not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this

Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Section 11.9. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.11. Educational Service Provider Agreements. The Academy may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. Prior to entering any ESP Agreement with an ESP, the Academy shall submit a copy of the final draft ESP Agreement to the University charter Schools Office in a form or manner consistent with the ESP policies of the University Charter Schools Office, which are incorporated into and be deemed part of this Contract. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The University Charter Schools Office may disapprove the proposed ESP Agreement submitted by the Academy if the ESP Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to an ESP Agreement shall be submitted for review by the University Charter Schools Office in the same form and manner as a new ESP Agreement.

Section 11.12. Required Provisions for Educational Service Provider Agreements. Any ESP agreement entered into by the Academy must contain the following provisions:

"Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury,

loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the Application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement."

"Revocation or Termination of Contract. If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties."

"Compliance with Academy's Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

"Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement."

Section 11.13. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 317 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an educational service provider or an employee leasing company that has an ESP agreement with the Academy;

(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;

(d) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and

(e) An individual simultaneously serving as an Academy Board member and a University employee, official, or consultant, to the University.

Section 11.14. Certain Familial Relationships Prohibited. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

(a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

- (i) Is employed by the Academy;
- (ii) Works at or is assigned to the Academy
- (iii) Has an ownership, officer, policy making, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.15. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.16. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office with the Charter Schools Office.

Section 11.17. Information Available to the Public and University.

(a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and University in the same manner and to the same extent as is required for public schools and school districts.

(b) Information to be provided by Educational Service Providers. The agreement between the Academy and the ESP shall contain a provision requiring the ESP to make information concerning the operation and management of the Academy, including the information in Schedule 6, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 11.18. University Board Invitation to Apply to Convert Academy to School of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6e of the Code, MCL 380.551 et seq. ("Part 6e"), and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a School of Excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director
Grand Valley State University
201 Front Avenue, SW., Suite 310
Grand Rapids, Michigan 49504

If to Academy: Board President
Crossroads Charter Academy
215 N. State Street
Big Rapids, MI 49307

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6a of the Code or actions taken by the University Board as an authorizing body under Part 6a of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the ESP. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Term of Contract.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.14 (b) and (c) set forth below, this Contract shall commence on July 1, 2015, and shall remain in full force and effect for seven (7) years until June 30, 2022, unless sooner terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on June 30, 2016 if the Academy fails to satisfy all of the following conditions:

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases, sublease or other agreements set forth in the Schedules.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.
- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.

- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.
- (viii) Any additional financial information or documentation requested by the University President.

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Inability to Enroll Students for Classes. If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2015, then this Contract is automatically terminated without further action of the parties.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.17, Section 11.12, and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.


Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation and in accordance with Applicable Law.

[INTENTIONALLY LEFT BLANK]

As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: 
University President or his/her designee

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by the terms and conditions of this Contract.

CROSSROADS CHARTER ACADEMY

By: 
Academy Board President

SCHEDULE 1

**METHOD OF SELECTION RESOLUTION
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 24, 2015:

Reauthorization of 6a Charter Contract – Crossroads Charter Academy, Big Rapids (7 years)

WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on February 20, 1998, initially authorized the issuance of a contract to charter Crossroads Charter Academy (the “Academy”), and authorized the reissuance of a contract to charter the Academy at its meeting on February 29, 2008; and

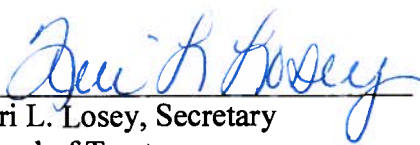
WHEREAS, the University’s Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy; and

WHEREAS, the present Board of Directors of the Academy has requested the reissuance of a contract to charter as a public school academy; and

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a seven (7) year term beginning July 1, 2015 and ending June 30, 2022;

NOW, THEREFORE, BE IT RESOLVED, that the University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to execute the contract to charter a public school academy and related documents to the Academy for a seven (7) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 11th day of May 2015.


Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 29, 2008:

08-1-13 (13) Charter Schools Report

On motion by Mrs. Johnson and second by Ms. Myers, the following resolution was adopted unanimously:

Crossroads Charter Academy, Big Rapids (7 year)

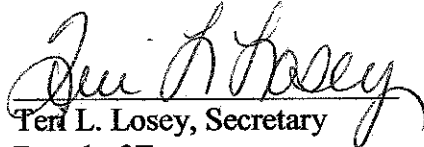
WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on February 20, 1998, authorized the issuance of a contract to charter a public school academy to Crossroads Charter Academy (the "Academy") and on June 4, 1998, the contract was executed.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Directors of the Academy were selected in accordance with the resolution adopted by the Grand Valley State University Board of Trustees establishing the method of selection, length of term, and number of members of the Academy Board. This resolution is incorporated in and made part of the contract as Schedule 1.
2. The contract of this Academy is due to expire on June 4, 2008.
3. The University's Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy.
4. The Board of Trustees of Grand Valley State University may consider the reissuance of a contract to charter following an evaluation and assessment by the University's Charter Schools Office that concludes that the operation and performance of the academy warrants the reissuance of a contract.
5. The present Board of Directors of the Academy has requested the reissuance of a contract to charter as a public school academy.

6. The University President or his designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a seven (7) year term beginning June 5, 2008 and ending June 30, 2015.
7. The Grand Valley State University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the Chairperson of the University Board to execute the contract to charter a public school academy and related documents to the Academy for a seven (7) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 9th day of April, 2008.


Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University

SCHEDULE 2

ARTICLES OF INCORPORATION

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES	
Date Received	(FOR BUREAU USE ONLY)
	<p>This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.</p>
<div style="border: 1px solid black; padding: 5px;"> <p>Name</p> <p>Crossroads Charter Academy</p> </div>	
<div style="border: 1px solid black; padding: 5px;"> <p>Address</p> <p>215 W. Spruce Street</p> </div>	
<div style="border: 1px solid black; padding: 5px;"> <p>City</p> <p>Big Rapids, MI</p> </div>	<div style="border: 1px solid black; padding: 5px;"> <p>State</p> <p>49307</p> </div>
<div style="border: 1px solid black; padding: 5px;"> <p>ZIP Code</p> </div>	

 Document will be returned to the name and address you enter above. 
If left blank document will be mailed to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:	Crossroads Charter Academy
2. The identification number assigned by the Bureau is:	758---725

3. Article VII of the Articles of Incorporation is hereby amended to read as follows:

See following page.

1. **Method of Selection and Appointment of Academy Board Members:**
 - a. **Initial Academy Board Member Nominations and Appointments:** As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
 - b. **Subsequent Academy Board Member Nominations and Appointments:** Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
 - c. **Exigent Appointments:** When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
2. **Qualifications of Academy Board Members:** To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. **Oath /Acceptance of Office / Voting Rights:** Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

4. **Length of Term; Removal:** An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

If the Board of Trustees determines that an Academy Board member’s service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member’s service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy’s Board for cause.

5. **Resignations:** A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

6. **Vacancy:** An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

7. **Filling a Vacancy:** The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the “Subsequent Appointments” and “Exigent Appointments” procedures in this resolution.

8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

9. **Quorum:** In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. **Manner of Acting:** The Academy Board shall be considered to have “acted,” when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

COMPLETE ONLY ONE OF THE FOLLOWING:**4. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)**

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, _____

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

5. (For profit and nonprofit corporations whose Articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, _____, by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

- ☐ at a meeting the necessary votes were cast in favor of the amendment.
- ☐ by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- ☐ by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.
- ☐ by consents given by electronic transmission in accordance with Section 407(3) if a profit corporation.
- ☐ by the board of a profit corporation pursuant to section 611(2).

Profit Corporations and Professional Service Corporations

Signed this _____ day of _____, _____

By _____
(Signature of an authorized officer or agent)

(Type or Print Name)

Nonprofit Corporations

Signed this _____ day of _____, _____

By _____
(Signature President, Vice-President, Chairperson or Vice-Chairperson)

(Type or Print Name)

6. (For a nonprofit corporation whose Articles state the corporation is organized on a directorship basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the 18th day of

November, 2004 by the directors of a nonprofit corporation whose articles of incorporation state it is organized on a directorship basis (check one of the following)

☒ at a meeting the necessary votes were cast in favor of the amendment

☐ by written consent of all directors pursuant to Section 525 of the Act.

Signed this 18th day of November, 2004
By [Signature]
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

David Engels CCA Board President
(Type or Print Name) (Type or Print Title)

Name of person or organization remitting fees:

Crossroads Charter Academy

Preparer's name and business telephone number:

Debbie Bennett

231-796-9041

INFORMATION AND INSTRUCTIONS

1. This form may be used to draft your Certificate of Amendment to the Articles of Incorporation. A document required or permitted to be filed under the act cannot be filed unless it contains the minimum information required by the act. The format provided contains only the minimal information required to make the document fileable and may not meet your needs. This is a legal document and agency staff cannot provide legal advice.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Bureau of Commercial Services. The original will be returned to your registered office address, unless you enter a different address in the box on the front of this document.

Since the document will be maintained on electronic format, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This Certificate is to be used pursuant to the provisions of section 631 of Act 284, P.A. of 1972, or Act 162, P.A. of 1982, for the purpose of amending the Articles of Incorporation of a domestic profit corporation or nonprofit corporation. Do not use this form for restated articles.
4. Item 2 - Enter the identification number previously assigned by the Bureau. If this number is unknown, leave it blank.
5. Item 3 - The article(s) being amended must be set forth in its entirety. However, if the article being amended is divided into separately identifiable sections, only the sections being amended need be included.
6. For nonprofit charitable corporations, if an amendment changes the term of existence to other than perpetual, Attorney General Consent should be obtained at the time of dissolution. Contact Michigan Attorney General, Consumer Protection and Charitable Trust Division at (517) 373-1152.
7. This document is effective on the date endorsed "filed" by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.

8. Signatures:**Profit Corporations:** (Complete either Item 4 or Item 5)

- 1) Item 4 must be signed by at least a majority of the incorporators listed in the Articles of Incorporation.
- 2) Item 5 must be signed by an authorized officer or agent of the corporation.

Nonprofit Corporations: (Complete either Item 4, Item 5 or Item 6)

- 1) Item 4 must be signed by all of the incorporators listed in the Article of Incorporation.
- 2) Item 5 or 6 must be signed by either the president, vice-president, chairperson or vice-chairperson.

9. NONREFUNDABLE FEES: Make remittance payable to the State of Michigan. Include corporation name and identification number on check or money order **\$0.00**

ADDITIONAL FEES DUE FOR INCREASED AUTHORIZED SHARES OF PROFIT CORPORATIONS ARE:

each additional 20,000 authorized shares or portion thereon	\$ 30.00
maximum fee per filing for first 10,000,000 authorized shares	\$ 5,000.00
each additional 20,000 authorized shares or portion thereof in excess of 10,000,000 shares	\$ 30.00
maximum fee per filing for authorized shares in excess of 10,000,000 shares	\$ 200,000.00

To submit by mail:

Michigan Department of Labor & Economic Growth
Bureau of Commercial Services - Corporation Division
7150 Harris Drive
P.O. Box 30054
Lansing, MI 48909

To submit in person:

2501 Woodlake Circle
Okemos, MI
Telephone: (517) 241-6470

Fees may be paid by VISA or Mastercard when delivered in person to our office.

MICH-ELF (Michigan Electronic Filing System):

First Time Users: Call (517) 241-6420, or visit our website at <http://www.michigan.gov/corporations>
Customer with MICH-ELF Filer Account: Send document to (517) 241-9845

The Department of Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability or political beliefs. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

**MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU**

Date Received	FILED		
	MAY 01 2000		
	Administrator CORP. SECURITIES & LAND DEV. BUREAU	Trans Itm: 1 3051200-1 04/25/2000 Chk#: 1078 ID: Amt: \$10.00 758725	
Name <u>Crossroads Charter Academy</u>			
Address <u>215 N. State Street</u>			
City <u>Big Rapids</u>	State <u>MI</u>	Zip Code <u>49307</u>	EFFECTIVE DATE:

Document will be returned to the name and address you enter above.

If left blank document will be mailed to the registered office.

7	5	8	---	7	2	5
---	---	---	-----	---	---	---

**RESTATED ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations**

OF

CROSSROADS CHARTER ACADEMY, INC.

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq., and Part 6A of the Revised School Code (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: Crossroads Charter Academy, Inc.

The authorizing body for the corporation is: Grand Valley State University Board of Control, ("University Board").

GR

ARTICLE II

The purposes for which the corporation is organized are:

1. The corporation is organized exclusively for charitable and educational purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.
2. Specifically, the corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
3. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

ARTICLE III

The corporation is organized on a non-stock, directorship basis.

The value of assets which the corporation possesses is:

Real Property: None

Personal Property: None

The corporation is to be financed under the following general plan:

- a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
- b. Federal funds.
- c. Donations.
- d. Fees and charges permitted to be charged by public school academies.
- e. Other funds lawfully received.

ARTICLE IV

The address of the initial registered office is: 20651 Walnut Drive,
Reed City, MI 49677

The mailing address of the initial registered office is Same.

The name of the initial resident agent at the registered office is David G. Engels.

ARTICLE V

The name and address of the incorporator is as follows: David G. Engels
20651 Walnut Drive
Reed City, MI 49677

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

Before execution of a contract to charter a public school academy between the corporation and the University Board, the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board as required by the Code.

The members of the corporation's Board of Directors shall be selected by the following method:

1. Method of Selection. The initial Board of Directors shall be the individuals named in the resolution approved by the University Board. Subsequent nomination and appointment to the corporation's Board of Directors shall be handled in the following manner:

When a vacancy on the corporation's Board occurs, the corporation's Board of Directors shall nominate and appoint persons to fill such vacancies. Prior to nominating and appointing a person as a member of the corporation's Board, the corporation's Board of Directors shall obtain from the person a copy of the following information: the person's (i) resume; (ii) completed University Academy Board Questionnaire; and (iii) criminal background check report.

The corporation's Board of Directors shall forward to the University Charter School Office the names of all persons appointed to membership on the corporation's Board. Within 10 days after appointing or reappointing a new corporation Board member, the corporation's Board of Directors shall file with the University Charter Schools Office a copy of: (i) the corporation's Board certified resolution appointing the new member(s); (ii) the new member(s) resume; (iii) the new member(s) University Academy Board Questionnaire; (iv) the new member(s) criminal background check report; and (v) the oath and acceptance of public office form prescribed by the University Charter Schools Office. A member appointed to fill a vacancy created other than by expiration of a term shall be appointment for the unexpired term of the vacating member in the same manner as original appointment.

All corporation Board of Director appointments must be submitted to the University Board for ratification at its next regularly scheduled meeting. The University Board retains the authority to review, rescind, modify, or ratify any corporation's Board appointment made by the corporation's Board of Directors.

2. Length of Term. The term of each member of the corporation's Board of Directors shall be three (3) years.
3. Number of Corporation Board Members. The number of Board members shall never be fewer than five (5) and not more than nine (9), as determined from time to time by the University Board.
4. Qualifications of Members. The members of the corporation's Board of Directors shall not include (1) any person appointed or controlled by another profit or non-profit corporation; (2) employees of the corporation; (3) any director, officer, or employee of a management company that contracts with the corporation; and (4) University employees, as representatives of Grand Valley State University.
5. Oath and Acceptance of Public Office. All members of the corporation's Board of Directors must take the constitutional oath of public office and file an acceptance of office in a form prescribed by the University Charter Schools Office. A person appointed to membership on the corporation's Board of Directors shall be administered the oath at a corporation Board of Directors meeting by an existing corporation Board member or other public official or in the presence of a notary public.
6. Removal of Members. Any corporation board member may be removed by two-thirds (2/3) vote of the corporation's Board of Directors.

ARTICLE VIII

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from Federal Income Tax under Section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the University Board for forwarding to the State School Aid Fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE IX

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Sections 691.1407 of the Michigan Compiled Laws.

ARTICLE X

These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the corporation and the University Board.

Amendments to these Articles of Incorporation take effect only after 1) they have been approved by a majority of the corporation's directors then in office, and by the University Board and 2) they are filed with the Michigan Department of Consumer & Industry Services, Corporation, Securities and Land Development Bureau. The filing shall include a copy of the University Board's approval of the amendment.

ARTICLE XI

The Board of Directors shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

ARTICLE XII

A volunteer director is not personally liable to the corporation for monetary damages for a breach of the director's fiduciary duty. This provision shall not eliminate or limit the liability of a director for any of the following:

- (i) A breach of the director's duty of loyalty to the corporation;
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (iii) A violation of Section 551(1);
- (iv) A transaction from which the director derived an improper personal benefit;
- (v) An act or omission that is grossly negligent.

If the corporation obtains tax exempt status under section 501(c)(3) of the internal revenue code, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Government Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

ARTICLE XIII

The corporation assumes the liability for all acts or omissions of a non-director volunteer, provided that:

- (i) The volunteer was acting or reasonable believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;
- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (iv) The volunteer's conduct was not an intentional tort; and
- (v) The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in § 209 (e)(v) of the Michigan Nonprofit Corporation Act.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for negligence Act, being Act No. 170,

ARTICLE XIV

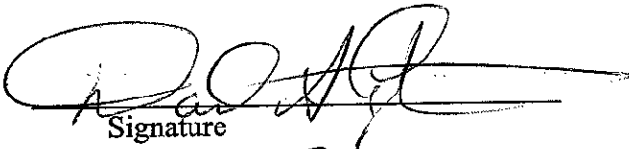
The officers of the corporation shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be selected by the Board of Directors. The Board of Directors may select one or more Assistants to the officers, and may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the corporation.

ARTICLE XV

The Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless the University Board issues to the corporation a contract to operate as a public school academy, and the contract is executed by both the corporation and the University Board.

These Articles of Incorporation are hereby signed by the incorporator(s) on this 13th day of April, 2000.

David G. Engels


Signature

Jeff Thorne


Signature

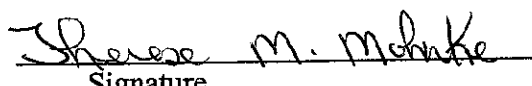
Greg Videtich


Signature

Tina Wood


Signature

Therese Mohnke


Signature

SCHEDULE 3

BYLAWS

TABLE OF CONTENTS

BYLAWS

	<u>Page</u>
Article I. Name	1
Article II. Form of The Corporation	1
Article III. Offices	1
1. Principal Office	1
2. Registered Office	1
Article IV. Board of Directors; Meetings; Fiscal Year	1
1. General Powers	1
2. Method of Selection	2
3. Length of Term	2
4. Number of Directors	2
5. Qualifications	2
6. Oath	2
7. Tenure	2
8. Removal	3
9. Resignation	3
10. Regular Meetings	3
11. Special Meetings	3
12. Notice; Waiver	3
13. Waiver of Notice of Meetings	4
14. Quorum	4
15. Manner of Acting	4
16. Meeting by Telephone or Similar Equipment	4
17. Action Without a Meeting	4
18. Board Vacancies	4
19. Compensation	4
20. Presumption of Assent	4
21. Committees	5
22. Fiscal Year, Budget and Uniform Budgeting and Accounting	5

Article V.	Officers.....	5
1.	Number.....	5
2.	Election and Term of Office	5
3.	Removal.....	5
4.	Vacancies.....	6
5.	President.....	6
6.	Vice-President.....	6
7.	School Administrator	6
8.	Secretary.....	7
9.	Treasurer	7
10.	Assistants and Acting Officers.....	7
11.	Salaries	7
12.	Filling More Than One Office.....	7
Article VI.	Contracts, Loans, Checks and Deposits; Special Corporate Acts	8
1.	Contracts	8
2.	Loans.....	8
3.	Checks, Drafts, etc.	8
4.	Deposits.....	8
5.	Voting of Securities Owned by this Corporation.....	8
6.	Contracts Between Corporation and Related Persons	8
Article VII.	Indemnification	9
Article VIII.	Seal.....	10
Article IX.	Amendments	10
Article X.	Required Information for Public School Academy Application.....	10
1.	Required Information for Public School Academy Application.....	10
2.	Governance Structure of Public School Academy.....	10
3.	Educational Goals and Programs.....	10
4.	Curriculum.....	11
5.	Methods of Pupil Assessment.....	11
6.	Admission Policy and Criteria.....	11
7.	School Calendar and School Day Schedule.....	11
8.	Age or Grade Range of Pupils to Be Enrolled.....	11
9.	Academy's Commitment to Comply with Laws.....	11

BYLAWS

OF

ARTICLE I

NAME

This organization shall be called _____.

ARTICLE II

FORM OF CORPORATION

The Academy is organized as a nonprofit, non stock, directorship corporation.

ARTICLE III

OFFICES

Section 1. Principal Office. The principal office of the corporation shall be located in, or near, _____.

Section 2. Registered Office. The registered office of the corporation shall be _____. It must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

ARTICLE IV

BOARD OF DIRECTORS; MEETINGS; FISCAL YEAR

Section 1. General Powers. The business, property and affairs of the corporation shall be managed by its Board of Directors. The Board of Directors may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Michigan School Code of 1976. The board may delegate said powers to the officers of the board and/or the Site Administrator as it deems appropriate or necessary.

Section 2. Method of Selection. The initial Board of Directors shall be the individuals named in the resolution approved by the Grand Valley State University Board of Trustees (the "University Board"). Subsequently, the Board of Directors of the corporation shall nominate a list of potential members of the Board of Directors equaling at least twice the number of vacancies on the Board. Provided the Board of Directors submits the list of nominees to the University Board at least twenty (20) days before the University Board's next regular meeting, the University Board shall select members from the list of nominees at its next regular meeting. When the nominations are forwarded to the University Board, they shall be accompanied by the nominees' resumes and the nominees shall be available for interview by the University Board or its designees. A member appointed to fill a vacancy created other than by expiration of a term shall be appointed for the unexpired term of the vacating member in the same manner as the original appointment.

Section 3. Length of Term. The term of each member of the Board of Directors shall be three (3) years, except that of the members first appointed, 1/3 shall be appointed for a term of three years, 1/3 shall be appointed for a term of two years, and the remainder shall be appointed for a term of one year.

Section 4. Number of Directors. The number of members of the initial Board of Directors of the corporation shall be five (5). The number of members shall never be fewer than five (5), nor more than nine (9), as determined from time to time by the University Board.

Section 5. Qualifications. The Board members of the corporation must include (i) a parent or guardian of a child attending the school; and (ii) at least one professional educator. The Board shall not include (i) employees of the Academy; or (ii) Grand Valley State University officials, as representatives of Grand Valley State University. Qualifications for Board membership shall include but not be limited to: (a) an interest in children and their education; (b) enthusiasm for the Academy and conviction in its purpose; (c) willingness to give time and energy to the Academy; (d) special skills to address specific management and needs of the Academy; (e) ability to represent the community and interpret community needs and views; (f) willingness to accept and support decisions democratically made; and (g) ability to represent the Academy to the community.

Section 6. Oath. All members of the Board of Directors of the corporation must file an acceptance of office with the University Board. All members of the Board of Directors of the corporation shall take the oath of office required by Section 512a(4)(b)(vi) of the Code.

Section 7. Tenure. Each Director shall hold office until the Director's replacement, death, resignation, removal or until the expiration of the term, whichever occurs first.

Section 8. Removal. Any Director may be removed with cause by a two-thirds (2/3) vote of the Board of Directors of the corporation.

Section 9. Resignation. Any Director may resign at any time by providing written notice to the corporation. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. A successor may be appointed as provided in Section 2 of this Article.

Section 10. Regular Meetings. The Board of Directors shall hold a regular meeting during the month of _____ each year. The meeting shall be held at such time and place as the Directors shall from time to time determine. The Board of Directors may also provide, by resolution, the time and place, within the state of Michigan, for the holding of additional regular meetings. The corporation shall provide notice of all regular meetings as required by the Open Meetings Act.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix the place within the state of Michigan for holding any special meeting of the Board of Directors called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the state of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 12. Notice; Waiver. In addition to the notice provisions of the Open Meetings Act, notice of any special meeting of the Board stating the time, place and purposes of the meeting shall be given by one of the following methods:

(a) by mailing a written notice of such meeting to such address as the Director designates from time to time or, in the absence of designation, to the last known address of the Director at least three (3) days prior to the special meeting;

(b) by personally delivering a written notice of such meeting to the Director at least two days in advance of such meeting;

(c) by orally notifying the Director of such meeting at least two days in advance, either personally or by telephone; or

(d) by transmitting notice to the Director at least two days in advance by telecopier or telex to the Director's last known office or home or to such other location as the Director designates from time to time.

Section 13. Waiver of Notice of Meetings. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the

express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 14. Quorum. A majority of the Directors of the Board constitutes a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, providing such notice as is required by the Open Meeting Act.

Section 15. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 16. Electronic Participation in Meeting. A Director may participate in a meeting by conference telephone or any similar communications equipment through which all persons participating in the meeting, including members of the public, can communicate with the other participants. Participation in a meeting pursuant to this Section constitutes presence in person at the meeting.

Section 17. Board Vacancies. Any vacancy may be filled as provided in Section 2 of this Article.

Section 18. Compensation. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws and the Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

Section 19. Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

Section 20. Committees. The Board of Directors, by resolution, may designate one or more committees, each committee to consist of one or more Directors elected by the board of Directors, which to the extent provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, shall have and

may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the business and affairs of the corporation, except action in respect to the fixing of compensation for or the filling of vacancies in the Board of Directors or committees created pursuant to this Section, or amendments to the Articles of Incorporation or Bylaws. The Board of Directors may elect one or more of its members as alternate members of any committee who may take the place of any absent member, or members, at any meeting of a committee, upon request by the Chair of the meeting. Subject to the Open Meetings Act, each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of Directors of its activities as the Board of Directors may request.

Section 21. Fiscal Year, Budget and Uniform Budgeting and Accounting. The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The Board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, as amended.

ARTICLE V

OFFICERS

Section 1. Number. The officers of the corporation shall be a President, School Administrator, Vice-President, Secretary, Treasurer, and such Assistant officers as may be selected by the Board of Directors.

Section 2. Election and Term of Office. The Board of Directors shall elect the initial officers of the corporation not later than _____. Thereafter, the Board of Directors shall elect the officers annually as terms expire at the annual meeting of the Board of Directors. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall serve a three year term unless the officer resigns or is removed in the manner provided in Section 3.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office shall be filled by appointment by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the corporation shall preside at all meetings of the Board of Directors. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Board of Directors attending the meeting

shall preside. The President shall be an ex-officio member of all standing committees and may be designated chairperson of those committees by the Board of Directors. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 6. Vice-President. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Board of Directors.

Section 7. School Administrator. The School Administrator shall be the Chief Operating Officer of the corporation. Subject to the control of the Board of Directors, the School Administrator shall, in general, supervise and control all of the business and affairs of the corporation. The School Administrator shall also be the FOIA officer for the corporation.

Section 8. Secretary. The Secretary shall: (a) keep the minutes of the Board of Directors meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each member; and (e) perform all duties incident to the office of Secretary and other duties assigned by the School Administrator or the Board.

Section 9. Treasurer. The Treasurer shall: (a) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (b) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors.

Section 10. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Board of Directors, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the officers or by the Board of Directors. The Board of Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Board of Directors may by resolution otherwise determine.

Section 11. Salaries. Officers shall not receive a salary unless the salary has been specifically approved by the Board of Directors, subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws. Officers of the corporation who are Directors of the corporation may not be compensated for their services. They may, however, receive traveling and other expenses.

Section 12. Filling More Than One Office. Subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VI

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Board of Directors authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind the University or impose any liability on the University, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances. No loan or advance to, or overdraft of funds by an officer or member of the Board of Directors otherwise than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of the University or impose any liability on the University, its trustees, officers, employees or agents.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the

payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select, provided that such financial institution is eligible to be a depository of surplus funds under Act No. 48 of the Public Acts of 1932, as amended, being 129.11 to 129.15 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Board of Directors, any shares or other securities issued by any other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Board of Directors, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

Section 6. Contracts Between Corporation and Related Persons. Subject to the provisions of the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws, any contract or other transaction between this corporation and one or more of its Directors, or between this corporation and any firm of which one or more of this corporation's Directors are members or employees, or in which one or more of this corporation's Directors are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting at which the Board of Directors of the corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director or Directors in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall, nevertheless, authorize, approve and ratify such contract or transaction by a vote of a majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted as voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

ARTICLE VII

INDEMNIFICATION

Each person who is or was a member of the Board of Directors, or a trustee, director, officer or member of a committee of the corporation and each person who serves or has served at the request of the corporation as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE VIII

SEAL

The Board of Directors may provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

ARTICLE IX

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board of Directors, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for special meetings, and (b) the written approval of the changes or amendments by the University. Amendments to these Bylaws take effect only after they have been approved by both the corporation Board and by the University.

ARTICLE X

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY APPLICATION

Section 1. Required Information for Public School Academy. This Article contains information required by Parts 6A of the Michigan School Code. Every public school academy contract shall include the information contained in this Article.

Section 2. Governance Structure of Public School Academy. In addition to the provisions of these Bylaws, additional provisions for the governance structure are set forth in the charter contract.

Section 3. Educational Goals. The educational goals and objectives of the corporation are set forth in the charter contract. The educational scope and sequence, and assessments of the corporation are set forth in the charter contract. These educational goals fulfill at least one of the purposes set forth in the Code.

Section 4. Curriculum. The curriculum plan of the corporation is set forth in the charter contract. The curriculum, together with the educational goals and programs, fulfills at least one of the purposes set forth in the Code.

Section 5. Methods of Pupil Assessment. The methods of pupil assessment of the corporation are set forth in the charter contract.

Section 6. Admission Policy and Selection Process. The admission policy and selection process of the corporation are set forth in the charter contract.

Section 7. School Calendar and School Day Schedule. The school calendar and school day schedule of the corporation are set forth in the charter contract.

Section 8. Age or Grade Range of Pupils to Be Enrolled. The age or grade range of pupils to be enrolled by the corporation are set forth in the charter contract.

Section 9. Academy's Commitment to Comply with Laws. The Academy's commitment to comply with all applicable laws is set forth in the charter contract.

These Bylaws were adopted as the Bylaws of Crossroads Charter Academy^a
Michigan corporation, by the incorporator on the 28 day of April, 1998.


Incorporator

SCHEDULE 4

FISCAL AGENT AGREEMENT

FISCAL AGENT AGREEMENT

This Agreement is made as of _____, 1998, and shall have an effective date of _____, 1998, by and among Grand Valley State University Board of Control ("University Board"), an authorizing body as defined by the School Code of 1976 as amended, (the Code"), the State of Michigan (the "State") and the Board of Directors of the Crossroads Charter Academy ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, the University Board and the Academy are entering into a Contract to Charter a Public School Academy dated _____, 1998 (the "Contract"), and

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State on behalf of the Academy to the Academy.

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which is eligible to be a depository of surplus funds under Sections 5 or 6 of Act No. 105 of the Public Acts of 1855, being Sections 21.145 and 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement executed by the University Board, the Treasurer of the State of Michigan and the Academy.

"Contract" means the contract to charter a public school academy which the University Board and the Academy are entering into _____, 1998.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board may act as fiscal agent.

"State School Aid Payment" means any payment of money the Academy receives from the school aid fund established pursuant to Article IX, Section 11 of the Michigan Constitution or under the School Aid Act of 1979, as amended.

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to public school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of School Aid Funds. The University Board is the Fiscal Agent for the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. The Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable state board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State School Aid Payments received on behalf of the Academy from the State Treasurer. The Fiscal Agent's duties under this Agreement are separated from the University Board's duties outlined in the Contract executed by the University Board and the Academy and dated as of _____, 1998.

ARTICLE III

STATE DUTIES

Section 3.01. Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent or by electronic funds transfer into an account specified by the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV

ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid of 1979, as amended.

Section 4.02. Expenditure of Funds. An Academy may expend funds from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes of which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of June 30, 1998, and annually thereafter, a written report dated as of June 30 summarizing all receipts, deposits and transfers made on behalf of or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds for which the University Board acted as Fiscal Agent under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities

imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation on Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any omission or action taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, omission or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

In the event that the State, the State Board of Education or the Superintendent of Public Instruction provides written instructions to the Fiscal Agent, requesting that the Fiscal Agent return to the Department of Treasury any state school aid funds allocated to the Fiscal Agent for the Academy, the Fiscal Agent shall not be liable to the Academy for returning such funds to the State.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Notice. Any notice, authorization, request, or demand required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when mailed by regular first class mail and addressed as follows:

To The Academy: David G. Engels
 20651 Walnut Drive
 Reed City, MI 49677

To the Fiscal Agent: J. Patrick Sandro
 Grand Valley State University Board of Control
 Special Assistant to the President
 119 Au Sable Hall
 Allendale, Michigan 49401

To the State: State Treasurer
 Treasury Building
 430 W. Allegan
 Lansing, Michigan 48922

A United States Post Office registered or certified mail receipt or overnight courier receipt showing delivery of such documents shall be conclusive evidence of the date and the fact of delivery. Any party to this Agreement may change the address to which notices are to be delivered by giving to the other parties not less than then (10) days prior notice of the change.

Section 7.02. Termination of Responsibilities. Upon the taking of all the actions as described in this Agreement by the Fiscal Agent or upon the expiration, termination, suspension or revocation of the Academy's Contract with the University Board, the Fiscal Agent shall have no further obligations or responsibilities under this Agreement to the Academy or any other person or persons in connection with this Agreement and this Agreement shall be discharged.

Section 7.03. Binding Agreement. This Agreement shall be binding upon the Fiscal Agent, the State, and the Academy and their respective successors and legal representatives and shall inure solely to the benefit of the Academy, the Fiscal Agent and the State and their respective successors and legal representatives.

Section 7.04. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained in this Agreement.

Section 7.05. Michigan Law Governs. This Agreement shall be governed exclusively by the provisions of this Agreement and by the applicable laws of the State of Michigan.

Section 7.06. Amendment. This Agreement is made for the benefit of this Fiscal Agent, the Academy and the State and it may be altered or amended in writing only if the University and the Academy have followed the procedures set forth in Section 8.1 of Article VIII of the Contract and only upon approval of the Academy, the University Board and the State. However, if the Code is amended after the effective date of this Agreement in a manner which alters the responsibilities or duties of the Fiscal Agent under the Code, the responsibilities and duties of the Fiscal Agent shall be so altered automatically as of the effective date of such amendment to the Code.

Section 7.07. Term of Agreement. The term of this Agreement shall coincide with the term of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized officers as of the day and year indicated herein.

ACADEMY:

CROSSROADS CHARTER ACADEMY

By: 
David Engels

Title: President
Date: APRIL 28, 1998

AUTHORIZING BODY:

GRAND VALLEY STATE UNIVERSITY
BOARD OF CONTROL

By: 
Donna K. Brooks

Title: Chair
Date: 6/4/98

STATE OF MICHIGAN:

By: _____

Title: _____

Date: _____

SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS

**Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2015 – June 30, 2016**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2015-2016 School Calendar/School Day Schedule.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2015-2016.	CSO
July 1	Copy of Notice of Public Hearing for Annual Operating Budget for 2015-2016.	CSO
July 1	Copy of Parent Satisfaction Survey and Results from 2014-2015, if applicable.	CSO
July 24	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2014-2015 academic year, if applicable (See MDE website, www.michigan.gov/mde , for MDE due date and form).	CSO
August 3	Annual Organizational Meeting Minutes for 2015-2016.	CSO
August 3	Board Resolution appointing Chief Administrative Officer for 2015-2016.	CSO
August 3	Board Resolution appointing Freedom of Information Act Coordinator for 2015-2016.	CSO
August 3	Board Designated Legal Counsel for 2015-2016.	CSO
August 3	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2015-2016.	CSO
August 20	Annual Education Report 2014-2015 academic year to be submitted and presented at a public meeting.	CSO
August 28	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
September 4	Organizational Chart for 2015-2016.	CSO
September 4	Board approved Student Handbook 2015-2016.	CSO
September 4	Board approved Employee Handbook 2015-2016.	CSO
September 4	Copy of School Improvement Plan covering 2015-2016 academic year.	CSO
October 1	Completed PSA Insurance Questionnaires. Required forms available at www.gvsu.edu/cso	CSO
October 1	Annual Nonprofit Corporation Information Update for 2015.	CSO
October 8	Unaudited Count Day Submission.	CSO
October 12	Audited Financial Statements for fiscal year ending June 30, 2015. (See MDE Website, www.michigan.gov/mde , for MDE due date.	CSO
October 12	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2015, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 12	Annual A-133 Single Audit for year ending June 30, 2015 is required if over \$500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 12	DS-4898 PSA Preliminary Pupil Membership Count for September 2015 Enrollment and Attendance for 1 st & 2 nd Year PSAs and Academies who added grade levels. (See MDE website, www.michigan.gov/mde for MDE due date).	CSO
October 30	1 st Quarter Financial Statements – quarter ending 09/30.	CSO
December 1	Academy's Technology Plan covering 2015-2016 or annual updates thereto.	CSO
January 6	Modifications to ISD's Plan for the Delivery of Special Education Services covering 2015-2016 signed by a representative of the Academy.	CSO
January 29	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 29	Michigan Highly Qualified Teacher Verification Report. Required Form Available at www.gvsu.edu/cso .	CSO
February 18	Winter Count Day Submission.	CSO
March (TBD)	Anti-Bullying Policy, in accordance with Matt's Safe School Law (new schools).	CSO
April 25	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 13	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2016-2017.	CSO
June 2	Certificate of Boiler Inspection covering years 2016-2017.	CSO
June 27	Board Approved Amended Budget for 2015-2016 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 27	2015-2016 Log of emergency drills, including date, time and results. Sample form available at www.gvsu.edu/cso .	CSO
June 27	Board adopted Letter of Engagement for year ending June 30, 2016 independent financial audit.	CSO
June 27	Food service license expiring 04/30/2017.	CSO

Ongoing Reporting Requirements July 1, 2015 – June 30, 2016

The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 business days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 business days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2011-2012 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 business days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

Original/Subsequent Board Policy Reporting Requirements July 1, 2015 – June 30, 2016

The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
Board adopted Purchasing Policy (date of approval). Reference: MCL 380.1267, MCL 380.1274	CSO
Use of Medications Policy (date of approval). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval). Harassment of Students Policy (date of approval) Reference: MCL 380.1300a	CSO
Search and Seizure Policy (date of approval). Reference: MCL 380.1306	CSO
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy Reference: MCL 380.1137	CSO
Board Member Reimbursement of Expenses Policy (date of approval). Reference: MCL 380.1254; MCL 388.1764b	CSO
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval). Reference: MCL 380.1299	CSO
Electronic or Wireless Communication Devices Policy (date of approval).	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval). Reference: MCL 324.8316, 380.1256	CSO

Nondiscrimination and Access to Equal Educational Opportunity Policy (date of approval) Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
Academy Deposit Policy (date of approval). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval). Reference: MCL 380.1294	CSO
Wellness Policy (date of approval). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO
Corporal Punishment Policy (date of approval). Reference: MCL 380.1312(8)&(9);	CSO
Anti-Bullying Policy (Matt's Safe School Law) (date of approval). Reference: MCL 380.1310b	CSO
Cardiac Emergency Response Plan (date of approval). Reference: MCL 29.19	CSO

Calendar of Additional Reporting Requirements and Critical Dates July 1, 2015 – June 30, 2016

The following reports Academies must submit to the local ISD, MDE, CEPI and other organizations throughout the year.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission required.
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable).	CEPI
October	Certification of Constitutionally Protected Prayer.	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission.	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept of Treasury
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
TBD	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE
March	MEIS/Single Record Student Database (“SRSD”) electronic file	ISD, CEPI

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	(Contact local ISD for due date.)	
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date).	ISD, CEPI
June	Registry of Educational Personnel (REP).	CEPI
June	School Infrastructure Database (SID).	CEPI

SCHEDULE 6

**INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL
MANAGEMENT COMPANY**

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

A. The following described categories of information are specifically included within those to be made available to the public and the University Charter Schools Office by the Academy in accordance with Section 11.17(a). Information to be Provided by the Academy, of the Terms and Conditions:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board 's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the University Charter Schools Office
11. Copy of curriculum and other educational materials given to the University Charter Schools Office
12. Copy of School improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved management contract with Educational Service Provider
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)

21. Asbestos inspection report and asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011

B. The following information is specifically included within the types of information available to the Academy by the Educational Management Organization (if any) in accordance with Section 11.17(b). Information to be provided by Educational Management Company, of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under (a) above.

CLIENT SERVICES AGREEMENT

This AGREEMENT is signed this 10th day of May and is effective August 1, 2012 by and between Crossroads Charter Academy Public School, (hereinafter "CROSSROADS CHARTER ACADEMY") whose address is 215 North State Street, Big Rapids, MI 49307, and HR CHARTER CONSULTING, LLC, a Michigan limited liability company located at 801 Broadway NW, Suite 200, Grand Rapids, MI 49504 (hereinafter "HR CHARTER CONSULTING, LLC").

RECITALS

A. CROSSROADS CHARTER ACADEMY is a public school academy organized to provide public school instruction as a charter school located at 215 North State Street, Big Rapids, MI 49307, pursuant to a contract ("Contract") issued by the Grand Valley State University Board of Trustees ("GVSU"). The contract is authorized to carry out the educational program set forth in the Contract. CROSSROADS CHARTER ACADEMY is authorized by law to contract with a private entity to provide employee administration and management services.

B. CROSSROADS CHARTER ACADEMY operates as a public school academy under the direction of the CROSSROADS CHARTER ACADEMY Board of Directors ("Board").

C. HR CHARTER CONSULTING, LLC is a Michigan Corporation with its offices at 801 Broadway NW, Suite 200, Grand Rapids, MI 49504.

D. HR CHARTER CONSULTING, LLC offers to Michigan public school academies employee administration and management services including, but not limited to, staff employment, payroll, benefit administration, business management and other similar services.

E. CROSSROADS CHARTER ACADEMY desires to engage HR CHARTER CONSULTING, LLC to perform certain services upon the terms and conditions set forth in this Agreement and pursuant to its authority, CROSSROADS CHARTER ACADEMY hereby contracts with HR CHARTER CONSULTING, LLC, to the extent permitted by law, specified functions relating to the administration and management services.

F. CROSSROADS CHARTER ACADEMY designates the employees of HR CHARTER CONSULTING, LLC assigned to CROSSROADS CHARTER ACADEMY as agents of the Academy having a legitimate educational interest such that they are entitled access to educational records under 20 U.S.C. Section 1232g, the Family

Educational Rights and Privacy Act ("FERPA"). HR CHARTER CONSULTING, LLC will comply with FERPA requirements regarding access to, possession and disposition of, educational records.

THEREFORE, the parties agree as follows:

1. Services Provided by HR CHARTER CONSULTING, LLC. HR CHARTER CONSULTING, LLC shall provide contract personnel services as outlined in this Agreement. It is understood by the parties that the response to the RFP by Axios, Inc. dated _____ are considered the same responses by HR CHARTER CONSULTING, LLC as though HR CHARTER CONSULTING, LLC submitted the response to the RFP.

a) Selection of Employees. HR CHARTER CONSULTING, LLC shall employ and assign to CROSSROADS CHARTER ACADEMY all such qualified and certified classroom teachers, instructors, and support staff as may be necessary to accomplish the educational mission of CROSSROADS CHARTER ACADEMY consistent with the Board approved budget. HR CHARTER CONSULTING, LLC shall comply with all Federal and State statutes and administrative requirements including, but not limited to, the Immigration Reform and Control Act.

b) Selection of Employees. All work force positions of CROSSROADS CHARTER ACADEMY shall be covered under this Agreement ("Covered Employees") unless CROSSROADS CHARTER ACADEMY decides to employ the Superintendent.

c) Employee Agreements and Compensation. Crossroads Charter Academy Board of Directors shall establish a budget to fund the FTES and job positions for the Crossroads Charter Academy, and those parts of the budget that are subject to this Agreement shall be implemented by HR CHARTER CONSULTING, LLC. The terms and conditions of such employment shall be set forth in an employment agreement between HR CHARTER CONSULTING, LLC and each employee or other written document as determined by HR CHARTER CONSULTING, LLC with input from CROSSROADS CHARTER ACADEMY. Information regarding all costs, including the employment costs, annual salary and benefit costs by individual assigned to CROSSROADS CHARTER ACADEMY by HR CHARTER CONSULTING, LLC, will be provided to the Board by HR CHARTER CONSULTING, LLC upon request.

d) Health Care Insurance. HR CHARTER CONSULTING, LLC shall provide all qualified employees assigned to CROSSROADS CHARTER ACADEMY who are not covered by a spouse's plan, comprehensive medical care insurance. In addition, HR CHARTER CONSULTING, LLC shall be responsible for COBRA compliance and continuation of health benefit plans to terminated employees and qualified dependents, subject to the continuation of this Agreement. If this Agreement terminates, all responsibilities with regard to continuation of health insurance cease consistent with Federal and State statutes.

e) Retirement Plan. HR CHARTER CONSULTING, LLC shall make available to CROSSROADS CHARTER ACADEMY a retirement plan pursuant to IRC Section 401(k) for all qualified employees.

f) Payroll Taxes. HR CHARTER CONSULTING, LLC shall report and pay all applicable federal, state and local employee and employer payroll taxes from HR CHARTER CONSULTING, LLC's own accounts. HR CHARTER CONSULTING, LLC will act as the W-2 employer for record keeping purposes.

g) Payroll Records. HR CHARTER CONSULTING, LLC shall maintain and verify all required payroll and benefit records.

h) Policies and Procedures. All payroll, benefit and personnel policies and procedures shall be established by HR CHARTER CONSULTING, LLC with input by CROSSROADS CHARTER ACADEMY.

i) Worker's Compensation Insurance. HR CHARTER CONSULTING, LLC shall maintain Worker's Compensation insurance during the term of this Agreement on all employees assigned to work for CROSSROADS CHARTER ACADEMY under this Agreement. Upon written request, HR CHARTER CONSULTING, LLC shall provide a Certificate of Insurance verifying coverage of Worker's Compensation insurance.

j) At-Will Employment Relationship. HR CHARTER CONSULTING, LLC retains the right to not hire any candidate for employment or terminate with or without cause any employee with written notice to the CROSSROADS CHARTER ACADEMY Board President.

k) Implementation and Supervision of Policies and Procedures. During the term of this Agreement, HR CHARTER CONSULTING, LLC shall have the right and authority to implement and supervise personnel policies and procedures relating to the Covered Employees. HR CHARTER CONSULTING, LLC shall make good faith reasonable efforts to act in the best interest of CROSSROADS CHARTER

ACADEMY with regard to its policy and procedure in exercising control over Covered Employees. CROSSROADS CHARTER ACADEMY agrees to cooperate and assist HR CHARTER CONSULTING, LLC in the implementation and supervision of all such policies and procedures.

l) Hiring, Evaluating, Supervising, Disciplining and Firing. HR CHARTER CONSULTING, LLC shall have the ultimate authority and control over hiring, evaluating, supervising, disciplining and firing of Covered Employees consistent with the CROSSROADS CHARTER ACADEMY approved budget. HR CHARTER CONSULTING, LLC shall consult and take input from Superintendent on hiring, evaluating, supervising, discipline and firing Covered Employees but HR CHARTER CONSULTING, LLC will ultimately make all final recommendations and decisions in regards to all Covered Employees. CROSSROADS CHARTER ACADEMY may recommend termination of the assignment of a Covered Employee to CROSSROADS CHARTER ACADEMY, it being understood that HR CHARTER CONSULTING, LLC retains full control over all personnel decisions involving Covered Employees, and ultimate authority to resolve and decide employee issues and/or concerns subject to the budgetary limitations established by CROSSROADS CHARTER ACADEMY. HR CHARTER CONSULTING, LLC shall consult with its Superintendent assigned to CROSSROADS CHARTER ACADEMY concerning any hiring, evaluating, supervising, disciplining, and firing before formal action is taken. CROSSROADS CHARTER ACADEMY Board will have input on the selection and evaluation of the Superintendent when the board does not directly hire the superintendent.

m) On-site Supervision. HR CHARTER CONSULTING, LLC shall be responsible for on-site employee supervision directly and through its On-Site HR Consultant assigned to CROSSROADS CHARTER ACADEMY. The On-Site HR Administrator will serve as the liaison to the CROSSROADS CHARTER ACADEMY Superintendent on employment matters on behalf of HR CHARTER CONSULTING, LLC. The Superintendent will administer the overall operation of CROSSROADS CHARTER ACADEMY and report to the Board on all other operational matters. The On-Site HR Administrator will administer all personnel issues and keep the Superintendent informed of employment related matters. The On-Site HR Administrator shall be the on-site consultant for HR CHARTER CONSULTING, LLC and shall assist HR CHARTER CONSULTING, LLC with its administrative and personnel responsibilities on CROSSROADS CHARTER ACADEMY premises. As to all administrative and personnel matters, the On-Site HR Administrator shall coordinate

with and report to designated HR CHARTER CONSULTING, LLC managers and officers at HR CHARTER CONSULTING, LLC's home office. HR CHARTER CONSULTING, LLC, after consulting with the On-Site HR Administrator, shall determine the procedures to be employed by Covered Employees in the day-to-day performance of their job responsibilities. HR CHARTER CONSULTING, LLC shall make good faith reasonable efforts to act in the best interests of CROSSROADS CHARTER ACADEMY with regard to CROSSROADS CHARTER ACADEMY policy and procedure in exercising control over the Covered Employees. HR CHARTER CONSULTING, LLC shall make certain that all appropriate guidelines concerning HR CHARTER CONSULTING, LLC's oversight of Covered Employees is followed by said On-Site HR Administrator and that its On-Site HR Administrator shall comply with all HR CHARTER CONSULTING, LLC directives dealing with its responsibilities herein above set forth.

2. HR CHARTER CONSULTING, LLC Requirements.

a) Compliance with Applicable Criteria. HR CHARTER CONSULTING, LLC assumes sole responsibility for assuring that all services set forth in Paragraph 1 provided by HR CHARTER CONSULTING, LLC are provided in compliance with and conform to (i) all applicable federal, state and local government laws, rules and regulations, including, but not limited to all civil rights laws, Bullard-Plawecki Employee Right to Know Act, Whistleblower's Protection Act, Fair Labor Standards Act, and Fair Credit Reporting Act; (ii) all pertinent policies of those accrediting agencies from which CROSSROADS CHARTER ACADEMY has secured or is seeking accreditation, including but not limited to GVSU and the Michigan Department of Education; and (iii) all other applicable written policies of CROSSROADS CHARTER ACADEMY as communicated to HR CHARTER CONSULTING, LLC through the Superintendent, the Board President or Board minutes. HR CHARTER CONSULTING, LLC shall promptly provide to CROSSROADS CHARTER ACADEMY, within twenty four hours of receipt, all notices, reports or correspondence from individuals or governmental agencies that assert claims, deficiencies or charges against CROSSROADS CHARTER ACADEMY or HR CHARTER CONSULTING, LLC that otherwise threaten the suspension, revocation, or any other action adverse to any approval, authorization, certificate, determination, finances, license or permit required or necessary to own or operate CROSSROADS CHARTER ACADEMY.

b) Employment Laws. HR CHARTER CONSULTING, LLC shall comply with all applicable federal, state and local employment laws. HR CHARTER

CONSULTING, LLC shall comply with the Fair Labor Standards Act and control all overtime.

c) Records. HR CHARTER CONSULTING, LLC shall maintain actual time records and verify the accuracy of all wage hour information provided to HR CHARTER CONSULTING, LLC at the end of each pay period. HR CHARTER CONSULTING, LLC shall verify the accuracy of all wage and salary reports which shall be supplied to CROSSROADS CHARTER ACADEMY by HR CHARTER CONSULTING, LLC at the end of each pay period. CROSSROADS CHARTER ACADEMY shall not pay any wages, salaries or other compensation, including employee benefits, to Covered Employees subject to Section 1b above.

3. CROSSROADS CHARTER ACADEMY Requirements. CROSSROADS CHARTER ACADEMY shall provide the following:

a) Personnel Requirements. Advise HR CHARTER CONSULTING, LLC, through the Superintendent, of the teachers, instructors, and administrators required by CROSSROADS CHARTER ACADEMY, consistent with its approved budget, to perform its mission.

b) Insurance. Maintain casualty and premises liability insurance on all school buildings and premises and to maintain professional liability insurance pertaining to the staff that could result in a claim against CROSSROADS CHARTER ACADEMY and name HR CHARTER CONSULTING, LLC as an additional insured. HR CHARTER CONSULTING, LLC shall have input into the professional liability coverage.

c) Financial Reports. Prepare annual budgets and periodic financial reports as required by GVSU, the School Code, and/or statute or as desired by the Board.

d) Safety Requirements. CROSSROADS CHARTER ACADEMY and HR CHARTER CONSULTING, LLC shall comply with all safety, health and work laws, regulations and rules at its own expense. CROSSROADS CHARTER ACADEMY and HR CHARTER CONSULTING, LLC shall also comply with all safe work practices and use of protective equipment required by federal, state or local law. All accidents involving employees shall be reported immediately to HR CHARTER CONSULTING, LLC by the Superintendent. CROSSROADS CHARTER ACADEMY shall cooperate with HR CHARTER CONSULTING, LLC's Worker's Compensation carrier and liability insurance carrier who shall have the right to inspect CROSSROADS CHARTER ACADEMY's property.

e) Confidential Information. CROSSROADS CHARTER ACADEMY shall be solely responsible for instituting and maintaining safeguards and procedures for personnel handling confidential information, money or other valuables. HR CHARTER CONSULTING, LLC may require bonding of such individuals. CROSSROADS CHARTER ACADEMY shall give HR CHARTER CONSULTING, LLC written notice of such individuals. It shall be the sole responsibility of CROSSROADS CHARTER ACADEMY to protect such valuables.

f) Discipline, Layoff, or Termination of Employees. CROSSROADS CHARTER ACADEMY agrees to comply with all HR CHARTER CONSULTING, LLC personnel directives, both general and specific, regarding the discipline, layoff, or termination of Covered Employees. CROSSROADS CHARTER ACADEMY further agrees to immediately notify HR CHARTER CONSULTING, LLC of any material change in the current business operations of CROSSROADS CHARTER ACADEMY.

g) Personnel Issues. In the event CROSSROADS CHARTER ACADEMY becomes dissatisfied with the performance of any individual HR CHARTER CONSULTING, LLC employee assigned to CROSSROADS CHARTER ACADEMY, HR CHARTER CONSULTING, LLC shall be notified, in writing, setting forth the nature of the dissatisfaction, the proposed remedial action, and any specific action requested.

h) Applicant/Employee Background Checks. HR CHARTER CONSULTING, LLC, or its designated subcontractor shall be responsible for performing all pre-employment, and any employment related background, license and eligibility review and other screening and investigation required by federal, state or local law, including the Michigan Revised School Code (the "Code"), of all Covered Employees. The results of the screening and investigation will be reported to HR CHARTER CONSULTING, LLC which will notify the Board President or his/her designee should there be any action proposed or necessitated by the Board according to applicable statute or if there is a conviction that could result in an issue, including a public relations issue, within the CROSSROADS CHARTER ACADEMY community should the information become public. All costs or fees incurred by HR CHARTER CONSULTING, LLC in connection with the screening and investigation shall be billed to and paid by CROSSROADS CHARTER ACADEMY. The results of the screening and investigation of pre-employment records must be made available for review by the GVSU Charter Schools Office. It is understood that HR CHARTER CONSULTING, LLC may choose to assign the applicant and employee background checks to an employee(s) of HR

CHARTER CONSULTING, LLC assigned and located at CROSSROADS CHARTER ACADEMY.

4. Term of Agreement. This Agreement shall commence on July 1, 2012 and continue for a period of twenty four months, through June 30, 2014. Either party may cancel this Agreement with or without cause at any time after June 30, 2014 with 90 days prior written notice. If, as a result of a change in the law, CROSSROADS CHARTER ACADEMY and/or HR CHARTER CONSULTING, LLC becomes obligated for MPERS or an unexpected fee or tax is instituted, (e.g. State service tax fee) either party may immediately invoke the 90 day termination notice provision at any time during the contract. Termination of this Agreement shall not affect the continuation of the obligations of either party incurred during the term of the Agreement. The parties acknowledge that as part of any contract reauthorization with GVSU, GVSU may require CROSSROADS CHARTER ACADEMY and HR CHARTER CONSULTING, LLC to submit an entirely new Agreement for review by GVSU.

5. Fees. CROSSROADS CHARTER ACADEMY shall pay HR CHARTER CONSULTING, LLC the following fees for the services rendered under this Agreement:

a) Service Fee. A Service Fee shall be charged to CROSSROADS CHARTER ACADEMY equal to the total gross pay of all Covered HR CHARTER CONSULTING, LLC employees assigned to CROSSROADS CHARTER ACADEMY multiplied times .0290 (the Service Fee rate). The Service Fee is calculated without regard to individual limitations on wages for purposes of determining the amount of unemployment taxes. The Service Fee shall be billed once per pay period and due upon receipt with said billing including an itemized, detailed breakdown of all costs, fees and expense (i.e. salary and payroll; FUTA; SUTA; Workers Compensation; FICA, a breakdown of fringe benefits, by benefit; etc. The Service Fee shall be adjusted upon the effective date of any increase or decrease in employee wage rates.

b) Payroll Costs. Payroll costs will be charged, in addition to the service fee, equal to Gross Payroll and associated payroll costs including FICA, FUTA, SUTA, Workers Compensation and any additional taxes passed by the State and/or Federal government during the term of this Agreement.

All benefits provided per 1.) d. and e. will be billed to CROSSROADS CHARTER ACADEMY on a pay period basis. HR CHARTER CONSULTING, LLC will provide written notice within 5 business days of receiving notice of an increase to any of the costs other than the service fee costs and include said increase as of

the effective date of the increase however, this provision shall not apply to a change in payroll costs which may vary because of a change in hours worked by employees. CROSSROADS CHARTER ACADEMY, at its election, may respond to the written notice of cost increase by issuing notice to cancel effective 90 days after the date of cost increase.

6. Additional Costs, Fees and Expenses. CROSSROADS CHARTER ACADEMY shall pay all additional costs or expenses incurred by HR CHARTER CONSULTING, LLC that are incidental to the performance of this Agreement and that have prior approval of the Board President or his/her designee. These additional costs, fees or expenses may include, but are not limited to, employee replacement costs, applicant/employee background checks, hiring temporary personnel, substitute teachers, fidelity bonding, and CROSSROADS CHARTER ACADEMY approved training programs.

7. Payment of Costs, Fees and Expenses. CROSSROADS CHARTER ACADEMY shall execute a Wire Transfer to HR CHARTER CONSULTING, LLC at least 48 hours prior to each payroll date, from the designated CROSSROADS CHARTER ACADEMY account in an amount equal to the Services Fees, Payroll costs described in Paragraph 5 and Costs, Fees and Expenses described in Paragraph 6 of this Agreement, upon receipt of a detailed billing. If there is any disputed amount to an invoice, the non-disputed amount shall be ratified. If there is a disputed amount, whether ratified by the CROSSROADS CHARTER ACADEMY Board or not, the parties shall meet within fourteen (14) days to discuss and attempt to resolve the disputed amount prior to submitting the matter to arbitration as addressed in Paragraph 11. Any errors in payment of costs, fees and expenses will be promptly corrected with the parties acting in good faith and with reasonable efforts.

8. Insurance: The Academy's insurance policies will be in compliance with the M.U.S.I.C. requirements and in accordance with the limits required by GVSU. The Academy will be the first named insured and GVSU and HR CHARTER CONSULTING, LLC will also be named as an additional insured.

a) Vehicle Insurance. CROSSROADS CHARTER ACADEMY shall provide liability insurance for any employee of HR CHARTER CONSULTING, LLC driving any vehicle on which he/she is assigned to CROSSROADS CHARTER CONSULTING, LLC. The policy shall insure against any damage to the vehicle with a minimum combined single limit (CSL) of \$1,000,000. CROSSROADS CHARTER ACADEMY shall also

Any vehicle?
Truck car too?

provide personal injury protection coverage of \$1,000,000. CROSSROADS CHARTER ACADEMY shall name HR CHARTER CONSULTING, LLC as an additional insured on these policies with thirty (30) days notice of cancellation or material change in such policies.

b) General Liability Insurance. CROSSROADS CHARTER ACADEMY shall maintain a comprehensive general liability insurance policy in the amount of \$1,000,000 (CSL) insuring CROSSROADS CHARTER ACADEMY against bodily injury and property damage liability caused by CROSSROADS CHARTER ACADEMY's premises operations or activities conducted off premises related to operation of CROSSROADS CHARTER ACADEMY. The policy shall include blanket contractual liability and personal injury coverage. CROSSROADS CHARTER ACADEMY shall name HR CHARTER CONSULTING, LLC as an additional insured on this policy with thirty (30) days written notice of cancellation or material change.

c) Professional Liability Insurance. CROSSROADS CHARTER ACADEMY shall provide professional liability insurance, including sexual abuse coverage, in the amount of \$1,000,000 naming HR CHARTER CONSULTING, LLC as an additional insured. CROSSROADS CHARTER ACADEMY shall maintain a Worker's Compensation policy with an "if only" provision.

d) HR CHARTER CONSULTING, LLC M.U.S.I.C. Insurance Coverage. HR CHARTER CONSULTING, LLC shall maintain a comprehensive general liability, errors & omissions, directors & officers, school leaders errors & omissions, auto liability and employment practices liability insurance policy, each of which will be not less than \$1,000,000.00 as well as any such insurance policy in the amount as required by the Charter Contract and the Michigan Universities Self Insurance Corporation. The policy shall include blanket contractual liability, crime, and personal injury coverage. HR CHARTER CONSULTING, LLC shall name CROSSROADS CHARTER ACADEMY and GVSU as an additional insured on this policy within thirty (30) days and HR CHARTER CONSULTING, LLC shall provide written notice of cancellation or material change. CROSSROADS CHARTER ACADEMY will reimburse HR CHARTER CONSULTING, LLC for all insurance premiums paid to secure the M.U.S.I.C. Insurance Coverage requirements, said premium shall be only for premiums incurred based on CROSSROADS CHARTER ACADEMY student count and employee count at HR CHARTER CONSULTING, LLC.

9. Termination of Agreement.

a) This Agreement shall terminate and HR CHARTER CONSULTING, LLC shall be relieved of all responsibility under this Agreement as of the ending date of the last payroll period immediately preceding any of the following events:

- i) CROSSROADS CHARTER ACADEMY files for bankruptcy or becomes insolvent;
- ii) The facility where employees are engaged in work for CROSSROADS CHARTER ACADEMY is closed;
- iii) CROSSROADS CHARTER ACADEMY requests a layoff of 25% of the workforce;
- iv) CROSSROADS CHARTER ACADEMY and its successors and assigns discontinue operation;
- v) CROSSROADS CHARTER ACADEMY meets the definition of a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act.
- vi) CROSSROADS CHARTER ACADEMY's Contract with GVSU is discontinued or not renewed.
- vii) Any other reason set forth in this Agreement, including as identified in Paragraph 4 of this Agreement, which constitutes a default under the Agreement or allows HR CHARTER CONSULTING, LLC to terminate this Agreement.
- viii) Failure of CROSSROADS CHARTER ACADEMY to timely make payment(s) required by this Agreement or reduces the amount invoiced by more than \$5,000.00 of the contested invoice.
- ix) For any of the reasons identified in Section 4, subject to Section 4 notice periods.

b) CROSSROADS CHARTER ACADEMY may terminate this Agreement prior to the end of the term specified in Paragraph 4 or in the event that HR CHARTER CONSULTING, LLC shall fail to remedy a material breach within 60 days after notice from the Board, provided however that if the nature of the breach is such that the cure cannot be reasonably accomplished within 60 days, then the cure period should be extended so long as HR CHARTER CONSULTING, LLC proceeds to cure with reasonable dispatch. Material breach includes, but is not limited to: (1) HR CHARTER CONSULTING, LLC's failure to account for its expenditures or to pay it

obligations as specifically noted in this agreement (provided funds are available to do so), (2) failure of HR CHARTER CONSULTING, LLC to follow policies, procedures, rules, regulations or curriculum duly adopted by the CROSSROADS CHARTER ACADEMY Board and communicated to HR CHARTER CONSULTING, LLC, provided that such policies, procedures, rules, regulations or curriculum are not inconsistent with the Contract, as amended, this Agreement, or in violation of applicable law, (3) receipt by the Board of unsatisfactory reports from HR CHARTER CONSULTING, LLC or from an educational consultant retained by the Board about matters concerning HR CHARTER CONSULTING, LLC's performance or the performance of the staff which are not reasonably corrected or explained; or (4) HR CHARTER CONSULTING, LLC's failure to abide by all applicable laws in its administration of this Agreement.

c) In the event CROSSROADS CHARTER ACADEMY terminates this Agreement pursuant to this Paragraph, CROSSROADS CHARTER ACADEMY shall pay all charges due under this Agreement through the last date of services provided by HR CHARTER CONSULTING, LLC.

10. Indemnification.

a) HR CHARTER CONSULTING, LLC. HR CHARTER CONSULTING, LLC shall indemnify and hold GVSU and CROSSROADS CHARTER ACADEMY, including its officers, directors, and agents, harmless from any and all claims, including employment related claims by HR CHARTER CONSULTING, LLC employees or applicants, administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of, any noncompliance with any agreements, covenants, warranties, or undertakings of HR CHARTER CONSULTING, LLC contained in or made pursuant to this Agreement and any misrepresentation or breach of representations and warranties of HR CHARTER CONSULTING, LLC contained in or made pursuant to this Agreement or for wrongful or negligent acts. This indemnification shall include any failure on the part of HR CHARTER CONSULTING, LLC that results in violations of federal, state and local laws and regulations. HR CHARTER CONSULTING, LLC shall not be responsible to indemnify CROSSROADS CHARTER ACADEMY for the acts or omissions of an unlicensed individual that occur when that individual is not under the supervision of a Covered Employee. The indemnification requirements of this paragraph may be met by

the purchase of insurance in a form and amounts acceptable to CROSSROADS CHARTER ACADEMY and shall be not less than \$1,000,000 per occurrence.

b) CROSSROADS CHARTER ACADEMY. To the extent permitted by law, CROSSROADS CHARTER ACADEMY shall indemnify and hold GVSU and HR CHARTER CONSULTING, LLC, including its officers, directors and agents harmless from any and all claims, including employment related claims by CROSSROADS CHARTER ACADEMY employees or applicants for employment as a CROSSROADS CHARTER ACADEMY employee, administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of, any noncompliance with any agreements, covenants, warranties, or undertakings of CROSSROADS CHARTER ACADEMY contained in or made pursuant to this Agreement and any misrepresentation or breach of representations and warranties of CROSSROADS CHARTER ACADEMY contained in or made pursuant to this Agreement or for wrongful or negligent acts. This indemnification shall include any failure on the part of CROSSROADS CHARTER ACADEMY for violations of federal, state and local laws and regulations. CROSSROADS CHARTER ACADEMY shall not indemnify HR CHARTER CONSULTING, LLC for acts or omissions of an unlicensed individual that may occur when that individual is not under the supervision of CROSSROADS CHARTER ACADEMY. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to HR CHARTER CONSULTING, LLC and shall be not less than \$1,000,000 per occurrence.

11. Arbitration. In the event of a dispute regarding a breach, alleged breach, validity or interpretation of any provision of this Agreement, both CROSSROADS CHARTER ACADEMY and HR CHARTER CONSULTING, LLC agree to submit such disputes, except as either party may be seeking injunctive relief, to final and binding arbitration as the sole and exclusive remedy for such disputes. Said disputes shall be submitted to the Michigan Mediation and Arbitration Services ("MMAS") and governed by the Michigan Court Rules and Michigan Arbitration Act.

The arbitration hearing will be held in Mecosta County and will be the exclusive remedy for resolving the disagreement. Either party may file for arbitration but must do so with MMAS within one hundred twenty (120) calendar days of the event precipitating the disagreement, or within the applicable statute of limitations, whichever is sooner.

If arbitration is requested by either CROSSROADS CHARTER ACADEMY or HR CHARTER CONSULTING, LLC, the parties shall be entitled to be represented by attorneys and/or counsel of their choice. The parties shall equally split the filing fee, and any administrative fees or costs assessed by MMAS, regardless of who requests the arbitration. The parties will split the arbitrator's compensation, and each party will pay its own costs and attorney fees in connection with the arbitration, except as those costs and fees may be reallocated by the arbitrator in the award of damages in accordance with this Agreement or the relevant state or federal statute.

If arbitration is requested, the arbitrator shall allow both parties the right to conduct limited and reasonable discovery, which may include depositions, and for a period of time necessary for the parties to reasonably prepare for the arbitration hearing. The arbitrator is authorized to issue subpoenas to summon witnesses.

The arbitrator may award any and all remedies allowable by the cause of action pled in the request for arbitration, including but not limited to equitable relief and money damages. The arbitrator shall issue a written decision, containing his/her findings of fact and conclusions of law. The arbitrator's award will be final and binding on both parties, and may be enforced in a court of competent jurisdiction.

12. Entire Agreement. This document, being executed in multiple and identical counterparts all of which shall constitute part of the Agreement, contain the entire Agreement between the parties with regard to the subject matter of this Agreement. All previous negotiations, statements and preliminary instruments of the parties and their respective representatives are merged into this Agreement. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by the authorized representative of each party. The conditions of this Agreement extend to and bind the subsidiaries, successors and assigns of each party.

13. Notices. All notices required or permitted by this Agreement shall be in writing and delivered personally or by first class mail, postage prepaid to the address of each party as follows:

CROSSROADS CHARTER ACADEMY:
Crossroads Charter Academy
215 North State Street
801 Broadway NW, Suite 200

HR CHARTER CONSULTING, LLC:
HR CHARTER CONSULTING, LLC
801 Broadway NW, Suite 200
Grand Rapids, MI 49504

With a copy to:

If one of the parties to this Agreement changes his/her or its address, they shall within thirty (30) days notify the other party, in writing, of the new address. Notice shall be deemed received on the date it is delivered or mailed.

14. Responsibility For Performance of Agreement. Each party, their successors and assigns shall be jointly and severally responsible for the performance of their obligations under this Agreement.

15. Severability and Validity. The invalidity or unenforceability of any provision or part of this Agreement shall not affect the validity or enforceability of any other provision or part of this Agreement.

16. Contract Interpretation. The Parties acknowledge that this Agreement and the language contained in this Agreement are the result of negotiations between the parties and no part of this Agreement shall be construed against either party by virtue of authorship.

17. No Third-Party Rights. This Agreement is intended solely for the benefit of HR CHARTER CONSULTING, LLC and CROSSROADS CHARTER ACADEMY, and it shall not be construed to create any benefits for or rights in any other person or entity, including employees, students, or their representatives.

18. Waiver of Breach. The waiver by one party to this Agreement of a breach of this Agreement by the other party shall not operate as or be construed as a waiver of any subsequent breach or breaches by the other party.

19. Caption Headings. The captions headings for each provision of this Agreement are not part of this Agreement nor shall they be use to construe the provision more broadly or narrowly than the text would indicate.

20. Necessary Documents. The parties shall execute all necessary documents required to carry out the terms and intent of this Agreement.

21. Governing Law. The Agreement shall be construed under the law of the State of Michigan.

22. Counterparts. This Agreement may be executed in identical counterparts, each of which shall be deemed an original.

23. Assignment. The Agreement may not be assigned by either party without the written consent of the other party, prior approval of the CROSSROADS CHARTER ACADEMY Board, except that HR CHARTER CONSULTING, LLC may assign its rights and duties to an entity within the HR CHARTER CONSULTING, LLC organization upon

60 days' written notice to the CROSSROADS CHARTER ACADEMY Board and provided the CROSSROADS CHARTER ACADEMY Board approves said assignment.

24. CROSSROADS CHARTER ACADEMY Board's Constitutional Duty. No provision of this Agreement shall or is intended to interfere with the CROSSROADS CHARTER ACADEMY Board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of CROSSROADS CHARTER ACADEMY as provided under Michigan law. This Agreement does not prohibit the CROSSROADS CHARTER ACADEMY Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

25. Governmental Immunity. No provision of this Agreement is intended to restrict the CROSSROADS CHARTER ACADEMY Board from waiving or requiring it to assert its governmental immunity. Nothing in this paragraph shall prohibit HR CHARTER CONSULTING, LLC from asserting any defense that may be available to it under this Agreement or under Michigan law. CROSSROADS CHARTER ACADEMY shall not waive or assert any rights to the sole detriment of HR CHARTER CONSULTING, LLC related to CROSSROADS CHARTER ACADEMY's obligations to HR CHARTER CONSULTING, LLC under this agreement unless said actions are the result of an alleged breach of this Agreement by HR CHARTER CONSULTING, LLC.

26. Financial, Educational, and Student Records. Financial, educational, and student records pertaining to CROSSROADS CHARTER ACADEMY are CROSSROADS CHARTER ACADEMY property, and such records may be subject to the provisions of the Michigan Freedom of Information Act. All CROSSROADS CHARTER ACADEMY records shall be physically or electronically available, upon request, at CROSSROADS CHARTER ACADEMY's physical facilities and shall be kept in accordance with applicable state and federal requirements. Except as permitted under applicable law, HR CHARTER CONSULTING, LLC shall not restrict the authorizer's, the public's, or the independent auditor's access to CROSSROADS CHARTER ACADEMY's records consistent with applicable statutes.

27. Independent Auditor. HR CHARTER CONSULTING, LLC shall not select or designate the independent auditor, accounting firm or legal counsel for CROSSROADS CHARTER ACADEMY. All finance and other records of HR CHARTER CONSULTING, LLC relating to CROSSROADS CHARTER ACADEMY will be made available to CROSSROADS CHARTER ACADEMY's independent auditor at the request of CROSSROADS CHARTER ACADEMY or the auditor.

28. Procurement of Equipment, Materials, and Supplies. If HR CHARTER CONSULTING, LLC procures equipment, materials, and supplies at the request of or on behalf of CROSSROADS CHARTER ACADEMY, HR CHARTER CONSULTING, LLC shall not include any added fees or charges with the cost of the equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies purchased by HR CHARTER CONSULTING, LLC on behalf of or as the agent of CROSSROADS CHARTER ACADEMY are the property of CROSSROADS CHARTER ACADEMY. When making a purchase on behalf of or as agent of CROSSROADS CHARTER ACADEMY, HR CHARTER CONSULTING, LLC shall comply with Section 1274 of the Code as if CROSSROADS CHARTER ACADEMY were making a purchase directly from a third party.

29. CROSSROADS CHARTER ACADEMY Proprietary Rights. CROSSROADS CHARTER ACADEMY owns all proprietary rights to curriculum or educational materials that:

a) are both directly developed and paid for by CROSSROADS CHARTER ACADEMY;

b) were developed by HR CHARTER CONSULTING, LLC at the direction of the CROSSROADS CHARTER ACADEMY Board with CROSSROADS CHARTER ACADEMY funds dedicated for the specific purpose of developing such curriculum or educational materials.

All educational materials and teaching techniques used by CROSSROADS CHARTER ACADEMY may be subject to disclosure under the Revised School Code and the Freedom of Information Act.

30. Charter HR Educational Services LLC Proprietary Rights. HR CHARTER CONSULTING, LLC owns all proprietary rights over curriculum, educational or CROSSROADS CHARTER ACADEMY management materials:

a) previously developed or copyrighted by HR CHARTER CONSULTING, LLC or

b) previous materials to this agreement that are not otherwise dedicated for the specific purpose of developing CROSSROADS CHARTER ACADEMY curriculum, educational or CROSSROADS CHARTER ACADEMY management materials.

All educational materials and teaching techniques used by CROSSROADS CHARTER ACADEMY are subject to disclosure under the Code and the Freedom of Information Act.

31. Employment Liability. HR CHARTER CONSULTING, LLC is the employer of record for employee compensation, collection of payroll taxes and withholdings, worker's compensation and unemployment liability and payment of benefits, all of which are set forth in this Agreement.

32. Marketing and Development. Should HR CHARTER CONSULTING, LLC provide marketing and development services to CROSSROADS CHARTER ACADEMY, the cost paid by or charged to CROSSROADS CHARTER ACADEMY shall be limited to those costs specific to the CROSSROADS CHARTER ACADEMY program and shall not include any costs for the marketing and development of HR CHARTER CONSULTING, LLC.

33. Compliance with GVSU Contract. CROSSROADS CHARTER ACADEMY and HR CHARTER CONSULTING, LLC intend for this Agreement to comply with the Contract issued by GVSU to CROSSROADS CHARTER ACADEMY and the Education Service Provider Policies issued by GVSU's Charter Schools Office. To the extent any provision of this Agreement is inconsistent with the Contract or Policies, that provision is invalid and the Contract and Policies shall govern. Any additional costs of compliance because of changes mandated by GVSU will be borne by CROSSROADS CHARTER ACADEMY and subject to HR CHARTER CONSULTING, LLC's ability to perform. If the additional costs are deemed excessive by the CROSSROADS CHARTER ACADEMY Board, and the matter cannot be resolved, it may opt out of this Agreement by giving 90 days written notice.

This Agreement is executed as of the date first written above.

CROSSROADS CHARTER ACADEMY

By: James R. Woolen
Its President – JAMES R. WOOLEN

HR CHARTER CONSULTING, LLC

By: Daniel S. Barcheski
Its President – Daniel S. Barcheski

HR Charter Consulting, LLC

Pricing Schedule
Effective August 1, 2012

Crossroad Charter Academy

1. HR Charter Consulting, LLC
801 Broadway N.W., Suite 200
Grand Rapids, MI 49504
Phone: (616) 949-2525
2. HR Administration and Sole Employer Status Fees:
 - a. Annual HR Administrative Fee to include Sole Employer Status
 - i. 2.9% of Annual Gross Payroll – HR Administration/Sole Employer Status
 - ii. Michigan Unemployment – 3.0% of first \$9,500.00 of gross wages
 - iii. Federal Unemployment – 1.7% of first \$7,000.00 of gross wages
 - iv. Medicare/Social Security – 7.65% to mandated wages caps
 - v. Workers Compensation: (All Rates are billed per \$100.00 of gross payroll)

1. Clerical Staff – 8810	\$.12
2. Administration Staff – 8810	\$.12
3. Teaching Staff – 8868	\$.25
4. Para-pro Staff – 8868	\$.25
5. Food Service Staff – 9058	\$.95
6. Custodial Staff – 9015	\$ 2.66
 - vi. Background Checks/Drug Screens and Fingerprinting- will be billed at direct cost
 - vii. Employee Benefits – will be billed at direct cost from each carrier

Crossroads Charter Academy Initials _____
HR Charter Consulting LLC Initials DB

SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS

SCHEDULE 7-1

EDUCATIONAL GOALS

Standards for Schools Serving from Kindergarten to Eighth Grade:

Standard #1: On the average of all MEAP tests administered or successor state test administered, the public school academy will meet or exceed the performance of its select peer district. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #2: On the average of all MEAP tests or successor state test administered, the public school academy will meet or exceed the performance of its compositional peer district. The comparison scores for the compositional peer district are populated by the weighted total of MEAP scores from those districts in which the PSA's students physically reside.

Standard #3: The public school academy will not average more than one-half a standard deviation below GVSU's MEAP or successor state test/Free-Reduced Lunch regression model for all grades and subjects included in the model.

Standard #4: The Fall to Spring growth rate of each grade and subject for all groups of pupils for which the administered nationally norm-referenced test is designed will fall at the fiftieth percentile or higher.

Standards for Schools Serving Students from Ninth to Twelfth Grade:

Standard #1: The public school academy will meet or exceed the performance of its select peer district's ACT composite or successor state test performance for all groups of pupils. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #2: The public school academy will not average more than one-half a standard deviation below GVSU's ACT or successor state assessment/Free-Reduced Lunch regression model for all grades and subjects included in the model.

Standard #3: The public school academy will meet or exceed its select peer district's four-year adjusted cohort graduation rate. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #4: The public school academy will meet or exceed its select peer district's annual percent daily attendance for all grades as recorded by the MDE. A select peer

district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Date: 5-14-15

Ce FZ
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Cassando Board of Directors at a properly noticed open meeting held on the 14 day of May, 2015, at which a quorum was present.

Kathy Lake
Board Secretary

SCHEDULE 7-2

CURRICULUM

The Academy will comply with the requirements of MCL 380.552(20). The Academy will submit a report to the MDE, in a form or manner prescribed by the MDE, that reports the number of pupils enrolled in an online or distance learning program during the immediately preceding month.

CROSSROADS CHARTER ACADEMY

K-12 CURRICULUM OUTLINE

SPRING 2015

English Language Arts

READING

Crossroads Charter Academy uses the McGraw Hill *Reading Wonders* program as its core curriculum in Grades K-3. This program provides an integrated approach to literacy to build all learners, both striving and struggling into stronger readers and writers. This program is completely aligned with the Michigan State Standards, and was selected by a group of teachers through a rigorous curriculum selection process.

Reading Wonders® provides unmatched support for:

- Building a strong reading foundation
- Accessing complex text
- Finding and using text evidence
- Engaging in collaborative conversations
- Writing to sources

Crossroads Charter Academy specifically uses the following components of the *Reading Wonders®* program:

- Reading/Writing Workshop:
 - Provides all core lessons in one place
 - Provides short reads to teach/model close reading
- Literature Anthology/Big Books
 - Develops oral vocabulary
 - Provides access to complex text through read-alouds
 - Builds foundations and provides application for close reading
 - Builds reading stamina
 - Connects reading and writing
- Leveled Readers
 - Provides a variety of literary and informational text at differentiated levels to meet students where they are at.
 - Allows for scaffolding and acceleration based on a students' individual needs
 - Integrates science and social studies texts
 - Pairs with topics included in the workshop and anthology





















































In conjunction with *Reading Wonders®*, Crossroads Charter Academy utilizes EBLI. EBLI (Evidence-Based Literacy Instruction) is a revolutionary system of literacy instruction that provides teachers with the research-based theory, skills, concepts, and practice to effectively and efficiently teach students how to read, write, and spell correctly from the onset. The multi-modal and highly engaging lessons ensure all students are interactively learning in ways that meet their needs. Students quickly learn the English alphabetic code so accurate reading is imprinted. Spelling patterns are taught in the context of writing and misspelled words are corrected immediately. Correct writing conventions are modeled and practiced and again, mistakes are corrected as they happen. The results: students learn to read, write, and spell accurately.

In grades 4-6, Crossroads Charter Academy utilizes *Comprehension Clubs* by Scholastic. Comprehension Clubs includes a collection of more than fifty age-appropriate books and audio titles organized around six thematic strands with standards-aligned lessons. Each day, students read—in a whole group interactive read aloud and in small group book clubs—and talk, think and write about books. Each unit has a selection of 4 different titles that students and teachers select that correlate with the theme and connect to the whole class read aloud. This program prepares students to decode increasingly complex text and through structured book clubs, students engage in accountable talk while supporting and learning from their classmates. The teacher read aloud component offers all students access to grade level appropriate texts and models textual analysis. Students practice connecting texts across theme units through citing evidence and sharing thoughts with their peers, preparing them for their academic future. The following are the themes that are used in the program:

- Community & Relationships
- Folklore & Literary Tradition
- Living Things
- A Sense of Self
- Inspired by True Stories
- Genre Study

WRITING

Crossroads Charter Academy uses the MAISA Writing Units as their foundation for teaching students the mechanics and types of writing. The MAISA writing units were developed under the direction of the Oakland Schools, with feedback provided from classrooms across the state. This project resulted in a comprehensive writing curriculum that is aligned to the standards and across grade levels.

Common Core Grade 1 <u>Writing 1 (CC)</u> 2014-2015	Common Core Grade 2 <u>Writing 2 (CC)</u> 2014-2015	Common Core Kindergarten <u>Writing K (CC)</u> 2014-2015	Common Core Grade 3 <u>ELA Writing and Reading 3 (CC)</u> 2014-2015	Common Core Grade 4 <u>ELA Writing and Reading 4 (CC)</u> 2014-2015	Common Core Grade 5 <u>ELA Writing and Reading 5 (CC)</u> 2014-2015
<u>1 -Launching the Writing Workshop</u>  (Week 1 - Week 6)	<u>1 - Launching with Small Moments</u>  (Week 1 - Week 5)	<u>1 - Oral Language Building a Talking Community</u>  (Week 1 - Week 3)	<u>1 DRAFT Reading with Independence</u>  (Week 2 - Week 5)	<u>DRAFT Reading Matters</u>  (Week 2 - Week 5)	<u>DRAFT Writing Personal Narrative with Power</u>  (Week 2 - Week 5)
<u>2 - Revision</u>  (Week 7 - Week 9)	<u>2 -Lifting Level Narrative Writing Studying Craft</u>  (Week 6 - Week 10)	<u>2 - Launching the Writing Workshop</u>  (Week 4 - Week 8)	<u>DRAFT Personal Narrative</u>  (Week 2 - Week 4)	<u>DRAFT Extending Personal Narrative</u>  (Week 2 - Week 5)	<u>DRAFT Reading with Power</u>  (Week 2 - Week 5)
<u>3 Writing a Sequence of Instructions: How-To Books</u>  (Week 10 - Week 13)	<u>3 - Revision</u>  (Week 11 - Week 13)	<u>3 - Label and List in a Content Area</u>  (Week 9 - Week 13)	<u>DRAFT Personal Narrative Writing with Fluency</u>  (Week 8 - Week 11)	<u>DRAFT Persuasive Letter</u>  (Week 8 - Week 11)	<u>DRAFT Insight into Characters</u>  (Week 8 - Week 11)
<u>4 - Apprenticeship Writing: Studying Craft</u>  (Week 14 - Week 17)	<u>4 - Opinion: Using the Power of Reviews</u>  (Week 14 - Week 17)	<u>4 - Pattern Books</u>  (Week 14 - Week 17)	<u>DRAFT Understanding Characters</u>  (Week 8 - Week 11)	<u>DRAFT Analyzing Characters</u>  (Week 8 - Week 11)	<u>DRAFT Literary Essay</u>  (Week 12 - Week 15)
<u>5 - Opinion Writing Letters for Social Action</u>  (Week 18 - Week 21)	<u>5 - Informational Writing: Personal Expertise</u>  (Week 18 - Week 23)	<u>5 - Growing as Small Moment Writers</u>  (Week 18 - Week 22)	<u>DRAFT Personal Essay</u>  (Week 12 - Week 15)	<u>DRAFT Literary Essay</u>  (Week 12 - Week 15)	<u>DRAFT Book Clubs: Historical Fiction</u>  (Week 13 - Week 16)
<u>6 - Informational Books: Personal Expertise</u>  (Week 22 - Week 27)	<u>6 - Realistic Fiction</u>  (Week 24 - Week 28)	<u>6 - Opinion Letter</u>  (Week 23 - Week 25)	<u>DRAFT Reading in Book Clubs: Mystery Series</u>  (Week 13 - Week 15)	<u>DRAFT Book Clubs: Adventure/Survival Stories</u>  (Week 12 - Week 15)	<u>DRAFT Reading Nonfiction with Power</u>  (Week 17 - Week 20)
<u>7- Wr Like a Scientist: Investigation Notebooks</u>  (Week 28 - Week 32)	<u>7 -Shared Research & Info Writ: Desc. Reports</u>  (Week 30 - Week 35)	<u>7 Writing a Sequence of Instructions: How-To Books</u>  (Week 26 - Week 30)	<u>DRAFT Writing Realistic Fiction</u>  (Week 17 - Week 20)	<u>DRAFT Nonfiction Reading Matters</u>  (Week 16 - Week 20)	<u>DRAFT Writing Nonfiction with Power</u>  (Week 21 - Week 24)
<u>8 - Teacher Choice</u>  (Week 33 - Week 36)		<u>8 - Informational Writing Personal Expertise</u>  (Week 31 - Week 35)	<u>DRAFT Nonfiction Reading with Independence</u>  (Week 20 - Week 23)	<u>DRAFT Nonfiction Writing Matters</u>  (Week 21 - Week 24)	<u>DRAFT Persuasive Essay</u>  (Week 25 - Week 28)
			<u>DRAFT Nonfiction Writing with Independence</u>  (Week 24 - Week 27)	<u>DRAFT Exploring and Creating Poetry</u>  (Week 25 - Week 27)	<u>DRAFT Writing Research with Power</u>  (Week 32 - Week 36)
			<u>DRAFT Writing Research with Independence</u>  (Week 30 - Week 34)	<u>DRAFT Research Writing Matters</u>  (Week 30 - Week 34)	

Math

Crossroads Charter Academy utilizes the Bridges Math Program in Grades K-5. The curriculum focuses on developing students' deep understandings of mathematical concepts, proficiency with key skills, and ability to solve complex and novel problems. Bridges blends direct instruction, structured investigation, and open exploration. It taps into the intelligence and strengths of all students by presenting material that is as linguistically, visually, and kinesthetically rich as it is mathematically powerful. We selected the Bridges program as our core curriculum because of its focus on learning being collaborative, a process of constructing meaning to make sense of concepts and that learning requires perseverance and willingness to experience disequilibrium. It also encourages students to be responsible for their own learning, use good questioning strategies and draw out student thinking, and to participate in conversations in and around math. We also selected it for its focus on solving problems using visual models and manipulatives, making and testing strategies while solving problems, and encouraging students to actively engage in learning.

Grades 6-8 utilize the Glencoe *Math*® series as their core curriculum. This program is a robust middle school math program that engages students to develop critical math thinking. Through the curriculum and their teacher, students learn to apply math to real world situations and progress to higher levels of achievement. The program emphasizes conceptual understanding of mathematics as well as procedural skill and fluency while incorporating a variety of digital resources to keep learning engaging for our students.

Science

Crossroads Charter Academy's science instruction is based on the Michigan Grade Level Content Expectations (GLCE's). As our teachers use these expectations, it is critical to keep in mind that content knowledge alone is not sufficient for academic success. Students must also generate questions, conduct investigations, and develop solutions to problems through reasoning and observation. They need to analyze and present their findings which lead to future questions, research, and investigations. Students apply knowledge in new situations, to solve problems by generating new ideas, and to make connections between what they learn in class to the world around them.

Through the GLCE's, science instruction is centered on four core areas of science: Science Processes, Physical Science, Life Science, & Earth Science. Crossroads Charter Academy emphasizes hands on activities to engage our students in exploring the scientific world around them. The following is the curriculum we have selected for our teachers to use in instructing our students.

Grades K-5: Scott-Foresman Science© (2006)

Grades 6-8: Prentice-Hall Science Explorer (2006)

Social Studies

Crossroads Charter Academy bases its Social Studies instructional model on the Michigan Social Studies Grade Level Content Expectations. According to the Michigan GLCE document published by the Michigan Department of Education (2007) Social Studies “is the integrated study of the social sciences to prepare young people to become responsible citizens. Responsible citizens display social understanding and civic efficacy. Social understanding includes knowledge of the human condition, how it has changed over time, the variations that occur in different physical environments and cultural settings, and the emerging trends that appear likely to shape the future in an interdependent world. Civic efficacy is the readiness and willingness to assume responsibilities of citizenship, knowing how, when, and where to make informed and reasoned decisions for the public good in a pluralistic, democratic society.” The Michigan GLCEs are based on the following strands of instruction:

- Civics
- History
- Geography
- Economics

Crossroads Charter Academy has selected the following curricular materials to assist in providing students with solid social studies instruction:

K-6: Scott-Foresman Social Studies

- Here We Go,
- All Together
- People & Places
- Communities
- Regions
- The United States
- Building a Nation

7th: McDougal-Littel: World Geography

8th: Pearson/Prentice-Hall: Why We Remember: Reconstruction to Present

Visual and Fine Arts

Crossroads Charter Academy encourages their students to excel in the visual and fine arts, as well as physical education. Each student in grades K-6 is given 45 minutes of instruction each week in Art & Music. Additionally, 5th, 6th, 7th & 8th grade students have the option to participate in band. Middle schools students are offered choir and art courses as electives.

All courses are aligned to the National Core Arts Standards and instruct using these four guiding principles:

- Creating
- Performing/Presenting/Producing
- Responding
- Connecting

Physical Education

Crossroads Charter Academy recognizes the importance of a healthy body and mind and provides students with opportunities for students to learn how to keep their bodies as well as their mind, physically fit. Crossroads Charter Academy follows the Michigan Physical Education Standards and utilizes the Michigan Model Health Curriculum to assist with meeting those benchmarks. Physical Education is a sequential, developmentally appropriate educational program that provides students with the knowledge, skills, fitness, and attitudes necessary to lead a healthy lifestyle. A physically educated person who participates in health-enhancing physical activity demonstrates competence in selected motor skills, assesses, achieves, and maintains physical fitness, applies cognitive concepts in making wise lifestyle choices; and exhibits appropriate personal-social character traits while participating in physical activity (Michigan Physical Education Benchmarks).

All students in grades K-6 are provided with 45-90 minutes of weekly physical education instruction, depending on the daily rotation schedule. Middle school students receive Health instruction as required by the state and are given options for physical education courses in an elective format.

Michigan Merit Curriculum—Required Courses

Crossroads Charter Academy, in accordance with state law, requires all students to complete the Michigan Merit Curriculum in order to receive a diploma. While the Michigan Merit Curriculum requires 18 credits to graduate, Crossroads Charter Academy requires students to earn 22 credits to earn a diploma. Eighteen of those credits would be earned through the completion of the Michigan Merit Curriculum, with the remaining four to be earned at the student and school's discretion. The Michigan Merit Curriculum is as follows:

Math:

4 credits of mathematics, including:

- *Algebra I
- *Geometry
- *Algebra II or
 - Algebra II over 2 years for 2 credits
 - Algebra II over 1.5 years for 1.5 credits
 - A MDE-approved CTE program such as machining, electronics, construction, welding engineering, computer science, renewable energy if course includes same algebra II content assessed on the state high school test.
- An additional math credit (trigonometry, statistics, pre-calculus, calculus, applied math, accounting, business math, a retake of Algebra II, or financial literacy)
- Students must successfully complete at least one math course during final High School year

English Language Arts:

4 credits of English Language Arts

Science:

At least 3 credits of science, including:

- Biology
- Chemistry, physics, anatomy, ag science, or MDE-approved program with the same chemistry or physics content
- One additional science credit or MDE-approved computer science or CTE program

Social Science:

At least 3 credits in Social Science including:

- 1 credit in United States history and geography
- 1 credit in world history and geography
- 1/2 credit in economics
- ½ credit in civics

Health and Physical Education

At least 1 credit that includes both health and physical education OR ½ credit in health, plus ½ credit for district-approved participation in extra-curricular athletics or activities involving physical activity.

Visual, Performing, or Applied Arts

At least 1 credit of visual, performing, or applied arts

World Languages

Two world language credits, both in the SAME language other than English, can be earned anytime, K-12, if grade-appropriate

*For graduating classes of 2015-2020 only, may partially or fully substitute 1 world language credit with a MDE-approved CTE program or by completing an additional visual or performing arts course

*American Sign Language 'counts' as a world language

*May be an online world language course

Online Learning Requirement

A separate online course or learning experience OR integrated online experience throughout each MMC course

Course Descriptions by Department

English Language Arts - Required Courses

English 9 – Literature Survey

Credit: 1

Grade: 9, 10, 11,12

Semesters: 2

Prerequisites: *None*

"This course develops comprehension skill through short stories, novels, poetry, drama, and writing. Writing skills will be developed through essays, critiques, and speeches. Literary comprehension will include grammar and vocabulary development as well as identification of literary and poetic devices.

English 10 – American Literature

Credit: 1

Grade: 10, 11, 12

Semesters: 2

Prerequisites: *English 9*

This course develops communication skills through an integrated curriculum of literature, vocabulary development, writing, grammar, and speaking skills. The literature component will consist of American works and concentrate on plot development, characterization, theme, figurative language, and examination of historical issues. Writing skills will be developed through writing as a process and focus on research papers, persuasive essays, business writing, expository, and creative writing projects. Students will also prepare and present speeches and debates.

English 11 – British Literature

Credit: 1

Grade: 11, 12

Semesters: 2

Prerequisites: *English 9 & English 10*

Take a journey back in time through literature and discover the adventure and excitement of the battle through Beowulf's eyes. Choose between the romance and humor of Elizabeth Bennett's world and the danger of young Pip's adventure as he seeks to find the true identity of his benefactor. We will be using literature as a way to improve your communication skills in order to prepare you for life after high school. Using the *Glencoe British Literature textbook* and a variety of novels, we will explore the patterns of quality writing and look at how you can use vocabulary, conventions, and sentence structure to make your writing stand out. Students will be expected to build a portfolio of projects and written work, which will be used later in the English 12 course.

English 12 – World Literature

Credit: 1

Grade: 12

Semesters: 2

Prerequisites: *English 9, English 10 & English 11*

Experience a sampling of culture, food, and history as you explore literature from around the world. By making connections between culture and literature, you will develop your writing, reading, and speaking skills while expanding your vocabulary and building a portfolio. You will engage in a variety of class projects, including the creation of a class Wiki site to share your research and learning with other students, which will be the foundation for the final research paper at the end of the course. You will learn about basic literary theory/criticism and apply that knowledge to the critical analysis and interpretation of class readings. Our class will make connections between poetry and prose read in the *Glencoe World Literature* textbook and concepts learned in the World History course.

English Language Arts – Elective Courses

The following courses will be offered as needed and as staffing allows.

Debate

Credit: .5

Grade: 9, 10, 11, 12

Semesters: 1

Prerequisites: *None*

Change your world through the power of the verbal and mental sport known as debate. Debate creates the skills you need for success and the power for changing the way we think and live. Using the book Code of the Debater, you will work with a partner, you will deliver speeches in a format unique to debate, and you will learn to think on your feet as you listen to the arguments of others. Each student will participate in three debates. Take on the challenge of learning the rules and format in this performance-based class. If you feel you can learn and if you think you are clever, debate is for you.

Research Skills

Credit: .5

Grade: 9, 10, 11, 12

Semesters: 1

Prerequisites: *English 9 & a signed Internet Usage Agreement must be on file*

Every student needs the skills to locate information, regardless of the purpose; this course is designed to teach students those necessary skills. Students will learn basic research techniques that can help with any class. We'll be learning how to access needed information, evaluate the resource and use the information critically and ethically. You will be introduced to information architecture, basic research methods, use of reference materials, citation formats, and print and online resources to enhance your research skills. The course will center around a research project on a topic that both you and the teacher agree on. Topics covered will include, but are not limited to: the research process, search strategies, information ethics, online resources/location of information, identifying primary and secondary sources, databases, catalogs, and indexes. This course is largely hands-on, as students will be expected to participate in actual on-going research, some of which will take place outside of class time. This course is especially useful for those students interested in attending college.

Drama

Credit: .5

Grade: 9, 10, 11, 12

Semesters: 1

Prerequisites: *English 9*

Providing instruction and practice in the basic techniques of stage presence and characterization, this class consists of exercises in concentration, body movement, improvisation, characterization, voice control and projection. In addition to creative dramatics, students work on various monologues, scenes, and one-act plays that are formally judged outside the community. These pieces are showcased at the school several times during the year. Students also have the opportunity to participate in duet and solo competitions in the greater Big Rapids area and to attend various theatrical productions.

Creative Writing

Credit: .5

Grade: 9, 10, 11, 12

Semesters: 1

Prerequisites: *English 9*

This class is for the dedicated writer or novice writer willing to do heavy-duty (daily) writing! We will do a variety of projects including animal stories (creating distinctive characters in a plot line), picture character sketches, hallway sound bytes (dialogue use), fractured fairytales (use of parody), a period piece, description paragraphs, magazine prompts, free-for-all composition, and a possible grab-bag composition. Some of the projects are done in groups or pairs, and peer review is frequent. We will use a "toolkit of writing helps" including 6-trait writing, writing process, revision kit, and use of plot line and description. Hear some great CCA writers of past years tell their stories, and perhaps create some of yours to tell to future writers.

Religious Literature I

Credit: .5

Grade: 9, 10, 11, 12

Semesters: 1

Prerequisites: *None*

Did you know that C. S. Lewis and J. R. R. Tolkien were close friends? Their work is rich with Biblical allusions and is a direct reflection of their faith. In Religion Literature I and II, you will be examining the impact the *Bible* has made on our culture and literature. In the first trimester we will cover Genesis-Second Kings and in the second trimester we will cover First Chronicles-Malachi as we examine the effect of the *Bible* on the literary works of various authors. Even though the Bible is one bound book, it contains many different types of writings such as laws and rules, history, poetry and songs, proverbs, gospels, letters, narratives, prayers, parables, and prophecies. We will explore the characteristics of these categories as we discuss how each book fits within the whole work. Our course work will consist of journal writings, an impact project, an Old Testament web quest as well as informative and persuasive writing.

Religious Literature II

Credit: .5

Grade: 9, 10, 11, 12

Semesters: 1

Prerequisites: *None*

Did you know that C. S. Lewis and J. R. R. Tolkien were close friends? Their work is rich with Biblical allusions and is a direct reflection of their faith. In Religion Literature I and II, you will be examining the impact the *Bible* has made on our culture and literature. In the first trimester we will cover Genesis-Second Kings and in the second trimester we will cover First Chronicles-Malachi as we examine the effect of the *Bible* on the literary works of various authors. Even though the Bible is one bound book, it contains many different types of writings such as laws and rules, history, poetry and songs, proverbs, gospels, letters, narratives, prayers, parables, and prophecies. We will explore the characteristics of these categories as we discuss how each book fits within the whole work. Our course work will consist of journal writings, an impact project, an Old Testament web quest as well as informative and persuasive writing.

Sports Literature

Credit: .5

Grade: 10, 11, 12

Semesters: 1

Prerequisites: *English 9*

This class will focus on writings from professional or college coaches and/or players. Most of the emphasis will be on leadership and what traits make a good leader. Leadership traits that will be included: building trust, preparing to succeed, developing a routine, and others will be included as the class proceeds. The readings will also deal with how to overcome diversity, building character, and being a positive role model. Current events from the world of sports will also be included.

Mythology

Credit: .5

Grade: 10, 11, 12

Semesters: 1

Prerequisites: *English 9*

Using *Bullfinch's Mythology*, *Classic Myths to Read Aloud*, and *Edith Hamilton's Mythology* we will explore the deities, heroes, monsters, and epics made famous by Greek and Roman storytellers. Don't let Hollywood movies fool you; learn the original myths! Originality and a bit of drama are helpful in creating such projects as "Meet the gods Day," an original myth, and a hero project which may include a skit, PowerPoint, newspaper, or video re-creation of a heroic journey. Supplies that will be helpful are a flash drive, digital video cam (one per group), and various props and costumes for presentations (hint: don't spend a lot of money, the fun is in the creativity!)

Early British Literature

Credit: .5

Grade: 10, 11, 12

Semesters: 1

Prerequisites: *English 9 & English 10*

This course is a reading intensive class involves the reading of British literature, History, and the culture that surrounds it. Students will explore literary legends such as King Arthur, Robin Hood, and Lancelot, etc. Students will also be expected to give oral presentations and write critiques connected with the content studies.

Understanding Mass Media

Credit: .5

Grade: 10, 11, 12

Semesters: 1

Prerequisites: *English 9*

Have you ever watched the news and wondered if you're getting the whole story? The fact is you're not! Join us for Understanding Mass Media to understand why! Mass communication is the primary source of information for today's teens. Understanding this and analyzing the messages being sent out are essential skills for our society. In this course, students will study media, in all its forms, its history, structure, organization and cultural role. In grasping these concepts, students will develop an understanding of the increasingly important role the media has in shaping us as individuals, as a society, and as a culture. Topics to be explored will include, but not be limited to: media theory, origins of literacy, books, newspapers, radio, television, film, entertainment, law/regulation, media effects, media issues, and media literacy.

Major projects for this course could include a Media Study, Commercial Production, and Media Analysis.

Speech

Credit: .5

Grade: 11, 12

Semesters: 1

Prerequisites: *Successfully completed English 9*

Giving a speech need not be a terrifying event – if you know the secrets of how it's done. Knowing the purposes, goals, patterns, and relaxing tips can free you to communicate well in almost any situation. We will use The Basics of Speech text as a resource, as well as videos by experts. Projects will include demonstration, informative, social ritual, and persuasive types of speeches. You will learn to compose a speech and be able to outline it in both sentence and word outline form. An added benefit is the ability to listen well to others' speeches. This is a performance-based class—learning by doing.

Advanced Literature

Credit: 1

Grade: 12

Semesters: 2

Prerequisites: *English 9, English 10 & English 11 or (3.0 G.P.A.)*

What makes a piece of literature great? Who determines meaning in the text—the reader or the writer? In this course you will be introduced to ways of thinking, discussing and writing about literature. Historical and cultural context is an important factor in understanding literature and being able to write a precise and intelligent critique. If you want to be prepared for your college English and literature courses, this is the class for you. The focus of this course will be on intensive reading, writing, and discussion of a wide range of works including novels, short stories, poetry, and drama from the textbook *Literature: Reading Fiction, Poetry, and Drama*. The writing component in the course will include expository, analytical, and persuasive writing within an essay format.

Mathematics – Required Courses

Algebra I

Credit: 1

Grade: 9, 10, 11, 12

Semesters: 2

Prerequisites: *None*

This course emphasizes strengthening students' critical thinking skills. The content of this course includes linear and quadratic functions, systems of equations and inequalities, fluency in algebraic manipulation, solving techniques, and exponential functions. Rational equations, rational expressions, and right triangle trigonometry are introduced.

Geometry I

Credit: 1

Grade: 9, 10, 11, 12

Semesters: 2

Prerequisites: *Algebra I*

Students in this course analyze characteristics and properties of two and three-dimensional geometric shapes, develop mathematical arguments about a variety of geometric relationships, describe spatial relationships using coordinate geometry, apply transformations, and use symmetry to analyze mathematical situations.

Algebra II

Credit: 1

Grade: 10, 11, 12

Semesters: 2

Prerequisites: *Algebra I & Geometry I*

This course emphasizes facility, fluency, and connections between the algebraic, numeric and graphic representations of polynomial, rational, and exponential functions, as well as an introduction to trigonometric functions and logarithms.

Mathematics – Elective Courses

The following courses will be offered as needed and as staffing allows

Pre-Calculus

Credit: 1

Grade: 11, 12

Semesters: 2

Prerequisites: *Algebra II*

This calculus course begins with a review of those mathematical concepts and skills necessary for this course. The problem sets contain multiple-choice and conceptually oriented problems similar to those found on the Advanced Placement Examination. Students are provided an intuitive introduction to concepts prior to a rigorous examination of them. Proofs are provided for all-important theorems. Theorem of calculus, numerous applications to physics, chemistry, engineering, and business are also treated in both lessons and problem sets.

Personal Finance I

Credit: .5

Grade: 11, 12

Semesters: 1

Prerequisites: *Successful completion of Algebra I & Geometry I*

This course emphasizes the basics of personal finance. Students are introduced to topics such as taxes, inflation, social security, retirement planning, budgeting, credit, borrowing, and compound interest. The class is divided into four units: Income, Money Management, Spending and Credit, and Saving and Investing. Each unit uses video lessons, workbook activities, and class discussion to explore new concepts.

Personal Finance II

Credit: .5

Grade: 11, 12

Semesters: 1

Prerequisites: *Successful completion of Algebra I & Geometry I*

This course applies the principles of personal finance. Concepts from Personal Finance (A) are applied in a practical way through simulations and real-life situations. Students learn how financial forms are filled out through first-hand experience and learn how decisions have a direct impact on their future. Outside speakers reinforce the classroom lessons through their personal knowledge and experience. Personal Finance (A) is helpful though not required for this class.

Statistics & Probability I

Credit: .5

Grade: 11, 12

Semesters: 1

Prerequisites: *Algebra II*

This course is equivalent to a two-trimester introductory course. A wide range of topics is covered including exploration of data, study design, anticipation of patterns through probability and simulation techniques, and statistical inference and hypothesis testing. Students are expected to complete several investigations and projects throughout the year.

Statistics & Probability II**Credit: .5****Grade: 11, 12****Semesters:** 1**Prerequisites:** *Statistics & Probability I & Algebra II*

The purpose of this course is to introduce students to the major concepts and tools for collecting, analyzing, and drawing conclusions from data. Each student will explore descriptive statistics, probability, sampling distributions, statistical inference and regression.

Science – Required Courses

Biology I**Credit: 1****Grade: 9, 10, 11, 12****Semesters:** 2**Prerequisites:** *None*

This course will explore five major themes in Biology:

1. Inquiry, Reflection, and Social Implications in which students will understand the nature of science and demonstrate an ability to practice scientific reasoning by applying it to scientific investigations.
2. Organization & Development of Living Systems in which students will study the general structure and function of cells.
3. Interdependence of Living Systems and The Environment in which students will describe the processes of photosynthesis and cellular respiration and how energy is transferred through food webs.
4. Genetics in which students recognize that the specific genetic instructions for any organism are contained within genes composed of DNA molecules located in chromosomes.
5. Evolution and Biodiversity in which students recognize that evolution is the result of genetic changes that occur in constantly changing environments.

Conceptual Science**Credit: 1****Grade: 10, 11, 12****Semesters:** 2**Prerequisites:** *None*

This course helps students make the important connection between the science they read and what they experience every day. The three main areas that are explored include: Chemistry, Physics, and Earth & Space Science. It revisits these broad themes, which students may have only briefly explored in earlier grades, and prepares them for test content that they may encounter on the MME and ACT. Relevant content, lively explorations and a wealth of hands-on activities take students' understanding of science beyond the page and into the world around them. Imagine...a science course that gives fundamental principles a fresh new twist and engages students on a level they understand and enjoy.

Chemistry**Credit: 1****Grade: 11, 12****Semesters:** 2**Prerequisites:** *Conceptual Science & Biology I*

Chemistry is the study of the composition, structure and properties of matter and the changes that it may undergo. This course is designed to be a strong academic course of study of chemistry in which it is understood that the students have some prior background in the physical sciences. Emphasis is placed on laboratory experiences, making observations, and recording and analyzing data. It is suggested that students enrolling in this class have a strong math background, as many calculations will be performed. Junior & Seniors may choose between Chemistry & Introduction to Physics as their third required science class.

Introduction to Physics**Credit: 1****Grade: 11, 12****Semesters: 2****Prerequisites: *Conceptual Science & Biology I***

Physics is a course designed to give the student an awareness of the many basic natural properties which he/she confronts daily. The concepts are discussed and presented in mathematical formulas. The student has ample opportunity to show their mathematical prowess in the solving of many problems concerning forces, work, torque, power, light, waves, heat, sound and electricity. Junior & Seniors may choose between Introduction to Physics & Chemistry as their third required science class.

Science – Elective Courses

The following courses will be offered as needed and as staffing allows

Ornithology**Credit: .5****Grade: 9, 10, 11, 12****Semesters: 1****Prerequisites: *None***

This course will explore everything you never learned about birds! This class will be packed with amazing bird facts, legends, stories, and fun! Students will research and present information on Michigan songbirds and walk away from the class knowing the names and calls of many new birds. Students will work in a team to design and create a feeder station along the school property. Each student will choose and build a nest box for a particular bird species. In addition, each student will receive a fertilized bird egg and will use the class incubator to follow the progress of the embryo's 21-day gestation period before successfully hatching. The more you know about the world of birds – their struggle for survival, migration patterns, predatory habits – the greater your involvement and enjoyment in bird-watching.

Human Anatomy & Physiology**Credit: 1****Grade: 10, 11, 12****Semesters: 2****Prerequisites: *Biology I***

Few topics are as universally engaging to people as the study of their own bodies. This course will include study of all twelve-body systems: integumentary, skeletal, muscular, circulatory, respiratory, excretory, nervous, digestive, endocrine, lymphatic, immune and reproductive. The relationship of structure and function is a unifying theme. This course will present the normal anatomy & physiology of each body system, and then discuss diseases associated with that system. Students will research and share presentations on the signs, symptoms, etiology, diagnosis, treatment, and prevention of specific body system diseases throughout the course. This course is highly recommended for any student considering a career in medicine and/or nursing.

Pathology**Credit: .5****Grade: 10, 11, 12****Semesters: 1****Prerequisites: *Biology I***

This course is an intriguing mix of biology and history with a worldwide scope. It will raise student awareness, curiosity, and sometimes fear, regarding the immune system and infectious diseases. The immune response and required treatments with regards to viruses and bacteria will be introduced as the basic foundation of this course. Students will explore several recent diseases, for example, meningitis, Ebola, West Nile Virus, avian flu, swine flu and the potential for 'super bugs'. In addition to these diseases students will read stories of seven diseases that altered forever the course of human history: smallpox, leprosy, plague, tuberculosis, malaria, cholera, and AIDS. This course is highly recommended for any student considering a career in medicine and/or nursing.

Advanced Biology**Credit: 1****Grade: 10, 11, 12****Semesters: 2****Prerequisites: *Biology I***

The study of the major groups of organisms will reinforce many of the themes presented in Biology I. This course will explore the six-kingdoms of life: Archaeobacteria, Eubacteria, Protista, Fungi, Plantae and Animalia. Students will be introduced to viruses and prokaryotes. Comparative anatomy will also be explored with various dissections.

Environmental Science**Credit: .5****Grade: 11, 12****Semesters: 1****Prerequisites: *None***

Environmental science utilizes the environment to enrich students understanding about the world and it's processes. Beginning with atoms, students will see how tiny structures of matter interact and organize to build systems. Students will explore the necessary components found on Earth that make our planet so special. The scientific method of knowledge acquisition will be foundational as students learn about the processes that affect their daily lives. Measurements, data collection and procedure will be discussed.

Social Studies – Required Courses

World History & Geography**Credit: 1****Grade: 9, 10, 11, 12****Semesters: 2****Prerequisites: *None***

What is a "flying shuttle"? (Hint: it's not an aircraft!) What caused the French Revolution? What did Winston Churchill mean by the term "iron curtain"? Using the textbook *World History* (Glencoe), this freshman-level course is designed to engage students in studying the history of humankind. We'll study the historical development of people, places, and patterns of life from ancient times to the present. Students will use their skills of historical and geographical analysis to explore the early history of the world. Topics will include the rise of civilization; political, social and economic development of the Middle Ages; the Renaissance and the era of discovery; the growth of democracy and nationalism; the Industrial Revolution; the two World Wars; the postwar problems; and current events. The development and influence of various religions, philosophies, and political, social and economic systems are also examined in context. The content is presented through lectures, videos, investigations and projects. Students will be expected to take notes, complete assignments and projects, and participate in class discussions. Join us for a lively look at how our world came to be where it is!

U.S. History & Geography**Credit: 1****Grade: 10, 11, 12****Semesters: 2****Prerequisites: *None***

As citizens of the United States, we are living in challenging times. One of the main goals of this class is to discover how the dilemmas and decisions of the past and present can help us navigate our future. We will be spending time answering questions like: Are we indeed learning from history, or just repeating our mistakes? Are we a nation, or a union of states? What do we really mean by that phrase in the Declaration of Independence, "all men are created equal"? What is the role of the U.S. in the world today, and who decides? What impact do you want to have on our world in your future? This course starts with Westward Expansion and continues through to the present. It focuses on the changing role of the United States in the global community, on the impact the 20th century had on American institutions and attitudes as well as the impact of the United State's growth as a superpower in the world. We will be looking at the geographical, intellectual, political, economic, and cultural development of the American people and places. Using the textbook *America: Pathways to the Present* (Pearson), students will learn the critical aspects of American history. Participation in this course includes assignments, lectures, videos, projects, and classroom discussions.

Economics

Credit: .5

Grade: 11, 12

Semesters: 1

Prerequisites: *World History & Geography & U.S. History & Geography*

Whether you are buying a car or renting a movie, your financial transactions affect you and the world around you. How all this buying and selling creates an economy will become clear in Economics! In this class, you will learn how government, business, and the individual consumer influence our economic system. You will learn how your purchases affect the kinds of products that stores decide to sell; you'll see how businesses compete for your money and how wealth is measured. Topics that we will cover include the basic tenets of economics (supply and demand, gross national product, taxes, production costs, etc.) from a national perspective. We will be looking at understanding economics on a national, local and personal level. This course utilizes the *Economics: Principles and Practices* (Glencoe) textbook; participation in this class will include lectures, videos, assignments, projects, and class discussions. Prerequisites: World History and Geography, U.S. History and Geography

American Government/Civics

Credit: 1

Grade: 11, 12

Semesters: 2

Prerequisites: *U.S. History & Geography*

What does government have to do with me? The answer to this question is "Everything!" American Government is a study of justice and power, and how these two values are pursued within the context of contemporary American society and politics. We will be studying how the American government was formed, the Constitution and other relevant documents, the law making process, fiscal policy, civil liberties and rights, and the rights of citizenship. We will also learn about American political institutions, such as the presidency, Congress, and the Supreme Court, but we will also learn about how the average American participates in Government by covering topics such as voting, public opinion, elections, and media influence. We will explore why Americans seem to have an increasing dissatisfaction with their government and attempt to explore the role that you as U.S. citizens and residents can take in improving democracy in America. This course uses the textbook *United States Government: Democracy in Action* (Glencoe) and participation in this class will include assignments, lectures, projects, videos, and class discussions.

Social Studies – Elective Courses

The following courses will be offered as needed and as staffing allows.

African American History

Credit: .5

Grade: 9, 10, 11, 12

Semesters: 1

Prerequisites: *None*

This course is designed to study history from the African American viewpoint from the beginning of the European slave trade to the modern Civil Rights Era. Students will learn about how African Americans have faced a multitude of challenges and not only overcome them, but shaped American society as a whole. A major focus of the course is the on-going struggle for equality and the influence of African American culture in the U.S. We use art, music, literature, and religion to reveal important insights into the experience of African - Americans. A variety of activities will be used including readings, art, music, dance, film, use of the Internet, and a field trip. We use the textbook *African American Odyssey* (4th ed. Combined - Pearson) and students are expected to read independently of class time. Our units include, but are not limited to African civilization, European slavery and its impact, Middle Passage, slavery in America, anti-slavery movements, the Underground Railroad, the Emancipation Proclamation, the Civil War and Reconstruction, the 13, 14, & 15th Amendments, segregation, Black nationalism, Harlem Renaissance, and the Civil Rights Movement.

The History of the 50's/60's

Credit: .5

Grade: 9, 10, 11, 12

Semesters: 1

Prerequisites: *None*

The decades of the 1950s and the 1960s were very influential on today's modern society and culture. The History of the 50s and 60s is an investigation into the changes that have shaped United States history since that era. While the politics and economics of the era are woven into class content, the course will emphasize the cultural traditions that emerged as the baby boomers took America by storm. While postwar America is often viewed as an idyllic time period in our history, we also experienced political assassination, deep racial inequality, cultural revolution, nuclear paranoia, and a new world of espionage. This course examines America since WWII. We will explore cultural and social trends, including feminism, Vietnam, consumerism and advertising, the new right and the new left, the counterculture, religious and ethnic revivals, poverty, and the "me" generation. Students will investigate related topics through the use of primary source documents, magazines, books, videos, music, text excerpts and interviews. Major projects could include a Notebook Project, Timeline (in-class), and a period Book Project.

World War II

Credit: .5

Grade: 10, 11, 12

Semesters: 1

Prerequisites: *None*

At the Paris Peace Conference that ended World War I, British Prime Minister David Lloyd George noted that another world war would take place within 30 years. World War II was arguably one of the greatest of the twentieth century conflicts. Its origins included the Versailles Treaty, the rise of the dictators, and the persistence of isolationism. The military conflict that followed killed 50 million people and gave birth to the United Nations. This project-based course will explore the causes of the war, the major events, weapons and tactics, leadership, and long-lasting effects of the war. Students will examine the war from the perspective of the soldier and the way the war was fought on the home front also. Emphasis will be placed on the way World War II altered the course of American history, and the ways in which the war has been remembered, used and abused since 1945 (Should Americans look back on WWII as the "good war" as it is often called? Did Americans experience it that way at the time?). This course will include a series of projects and a final research paper. Students will participate in discussions, lectures, videos, and other assignments.

Psychology

Credit: .5

Grade: 11, 12

Semesters: 1

Prerequisites: *None*

Man's fascination with the study of human behavior is well documented. Along with literature, philosophy, science, and history, the field of psychology is vital to the understanding of human behavior. The study of psychology (from the Greek word, *psyche*, for soul and mind) offers a way to learn about why people, including you, do what they do. Using the *Discovering Psychology* (Glencoe) textbook, this course is designed to stimulate your interest and expand your knowledge of the field of psychology. The course is designed to give the student an overview of the field of psychology, to gain an understanding of the multiple causes of behavior, and to apply that knowledge to both historical and everyday issues. While primarily a lecture and a discussion course, other methods such as case studies, student projects, films, and on-line exercises may be used to develop a more comprehensive understanding of human behavior. Students will be expected to read independently of class time.

History Through Cinema

Credit: .5

Grade: 11, 12

Semesters: 1

Prerequisites: *None*

According to psychologists, most of what human memory retains is visual. No wonder why films can exert such a powerful role in shaping our views of history, society, and who we are. In the United States, people get most of their historical knowledge through Hollywood and television rather than history books. In History Through Cinema, we will be examining various events, eras, and people in history using film/movies. Each week will cover a different subject with a format of preview session, film viewing, and an evaluation assignment. Students will utilize the Internet to research the historical background of the film's topic. Following the viewing of the film, a written evaluation will be done which compares the film to the preview research. Just as books, movies cannot be taken as "true" representations of reality, but as an interpretation of it. One of the goals of this course will be for students to understand how the context of the production of the films and the author's background shape the themes and messages of the movie. The other goal is to use the film as a window to explore the historical reality it portrays. Examples of films which may be included are: *Lawrence of Arabia*, *The Longest Day*, *Gandhi*, *Cry Freedom*, *Hotel Rwanda*, *Last Samurai*, *Matawan*, *Kingdom of Heaven*, *Gettysburg*, *Gallipolis*, *Schindler's List*, *Tora! Tora! Tora!*, *Dances With Wolves*, *Jeremiah Johnson*, *Elizabeth*, and *Glory*. Students will be expected to prepare a final project that features a film not shown in class evaluating their film in terms of historical content and the effectiveness of its presentation.

Contemporary World Issues**Credit: .5****Grade: 11, 12****Semesters: 1****Prerequisites: *U.S. History & Geography***

What in the world are you interested in? Your answers will help to drive what you study in this course! You will be given a list of issues that we currently face in our society and, as a class, we will decide on six issues to study. Using newspaper and magazine articles, Internet research, and selected videos, you will explore the causes and impact of these issues on your world. Students are expected to participate in class discussions, complete the assigned projects, and stay current on the news, particularly as it may be relevant to the topics under discussion.

Personal Living Skills/Life After High School**Credit: .5****Grade: 11, 12****Semesters: 1****Prerequisites: *None***

If you had to live on your own tomorrow, would you be ready? Could you fill out your taxes? Cook a healthy meal? Sew on a button? Unclog the sink? If not, this is the class for you! Learn what life after high school and the basic skills you'll need whether you'll be in a dorm or on your own. Some of the skills covered will include (but are not limited to) Basic Cooking, Money Management, Taxes, Credit, Grocery Shopping, Basic Sewing, Time Management, Job Application and Interviewing, Basic Home Repair, and more! This class will include a lot of hands-on practice and some practice at home. Join us for an informative time, learning skills you will use for the rest of your life.

Physical Education and Health – *Required Courses*

Physical Education I – Personal Fitness**Credit: 1****Grade: 9, 10, 11, 12****Semesters: 2****Prerequisites: *None***

This is a course with emphasis on developing and maintaining personal health through physical fitness. Students will also participate in team related sports. Physical fitness testing and participation are requirements of this course.

Physical Education II – Activities**Credit: 1****Grade: 9, 10, 11, 12****Semesters: 2****Prerequisites: *Physical Education I – Personal Fitness***

This class is for the student that is serious about improving his/her fitness, strength, and cardio-respiratory endurance. Team related sports will be a component of this class. Physical fitness testing and participation are requirements of this course.

Health**Credit: .5****Grade: 9, 10, 11, 12****Semesters: 1****Prerequisites: *None***

This course will provide information in such a way that it influences students to take positive action regarding their own health. Topics to be covered will include: wellness and your total health, social and consumer health, fitness and nutrition, physical health, avoiding substance abuse, safety and the environment. In the program, students learn that good health habits can prevent illness. As they acquire knowledge and responsibility for their own health they also learn that good health habits can improve the way they look, the way they perform in school and sports, the way they interact with others, and the way they feel about themselves.

Physical Education and Health – Elective Courses

The following courses will be offered as needed and as staffing allows.

Weight Training and Conditioning

Credit: .5

Grade: 10, 11, 12

Semesters: 1

Prerequisites: *Physical Education I – Personal Fitness*

In this course students will be involved in a 3 to 4 day lifting program that will help them make personal improvements towards athletics and to personal improvements. Off days will include: speed ladder, jumping rope, agility training, and other activities that are geared towards athletics and physical fitness performance.

Life Long Sports

Credit: .5

Grade: 10, 11, 12

Semesters: 1

Prerequisites: *Physical Education I – Personal Fitness*

This class will have two focuses: current popular exercise activities and proper nutrition. Possibilities for activities include, but are not limited to the following: walking, biking, weight lifting, ice-skating, bowling, golfing, skiing, and swimming. There will be some instruction time for proper nutrition and health trends. This class will require use of some personal equipment (e.g. golf clubs or bicycles) and possibly a small daily or weekly expense for certain activities.

Technology/Business – Elective Courses

The following courses will be offered as needed and as staffing allows.

Microsoft Office I

Credit: .5

Grade: 9, 10, 11, 12

Semesters: 1

Prerequisites: *Keyboarding experience is recommended*

This course gives students an introduction to computer applications. The students will spend the first portion of this class refreshing their keyboarding skills. After that, this course will focus on three main components of Microsoft Office: Word, PowerPoint and Excel. Students will be required to complete columned newsletters and flyers in Word, set up complete multimedia slideshows with hyperlinks in PowerPoint and create spreadsheets in Excel with complex if-formulas. Students will also be integrating some of these programs together on certain projects. Students will use the Internet on some assignments for research and be required to cite their online sources. This course will incorporate many of the items listed in the Educational Technology Standards & Expectations for Michigan.

Web Design I

Credit: .5

Grade: 9, 10, 11, 12

Semesters: 1

Prerequisites: *None*

This course will give students a basic knowledge of web design and development. Students will learn about different types of websites and how to evaluate and analyze existing websites online. They will learn how to design a website on paper and work through the developmental stages of creating a site. The students will be working primarily with the program FrontPage when creating their web pages, but they also have a few assignments where they will be working with HTML code. The course will use the book Introduction to Web Design to provide the students with many small projects on how to complete different elements in a web page. The students will create as many as three different websites from scratch in this course and will save them in their files. The websites will not be published online during this course, but the students will always have them available if they choose to do so at a later date. This course will incorporate many of the items listed in the Educational Technology Standards & Expectations for Michigan.

Desktop Publisher

Credit: .5

Grade: 9, 10, 11, 12

Semesters: 1

Prerequisites: *None*

This course centers on the program Publisher, a very creative software that allows the students to create many different types of business applications. Among the projects the students will be involved with will be: creating programs, business cards, flyers, cards, menus, letterheads, newsletters and business logos. Students will also be introduced to building simple web pages with Publisher. At the end of the course the students will complete a portfolio project where they will start their own business and create 10 different Publisher applications for the business. This course will incorporate many of the items listed in the Educational Technology Standards & Expectations for Michigan.

Intro. To Business Management

Credit: .5

Grade: 10, 11, 12

Semesters: 1

Prerequisites: *None*

Throughout American history, small businesses and entrepreneurs have fueled innovation, created new jobs and satisfied the wants and needs of the marketplace. In this course students will have the opportunity to discover what an entrepreneur is and learn about small business management. They will also do a market analysis and plan the layout of a business site. Students will create a business plan for their own small business at the end of the course that will serve as a final project and present it to the rest of the class. The course will use the textbook Entrepreneurship and Small Business Management as a guide. This course will incorporate many of the items listed in the Educational Technology Standards & Expectations for Michigan.

Business Law**Credit: .5****Grade: 10, 11, 12****Semesters: 1****Prerequisites: *None***

Business Law is a business court that provides the basic foundation of our legal system. This course will cover consumers' rights and obligations, contractual agreements, business rights and obligations, torts laws, laws towards minors, and criminal and civil trials. Students will be required to participate in debates in this course and complete at least three case studies. This course will also set up a mock trial session where students participate in different roles of the case trial. This course will incorporate some of the items listed in the Educational Technology Standards & Expectations for Michigan.

Legal Issues**Credit: .5****Grade: 10, 11, 12****Semesters: 1****Prerequisites: *None***

This course will provide a very basic foundation of our legal system and how it pertains to your personal life. Students will take a look at the law in this course to see how it impacts a consumer. Students will study different aspects of the legal world such as family law and contractual law. This course will also show how law relates to the financial world. Students will complete various exercises in this course such as debates, case studies and mock trials. This course will incorporate some of the items listed in the Educational Technology Standards & Expectations for Michigan.

Accounting I**Credit: .5****Grade: 11, 12****Semesters: 1****Prerequisites: *None***

This course is ideal for students who have a desire to start a career in accounting, college bound students and/or students who wish to learn accounting for their own personal use. This course will give students a background in basic accounting procedures used to operate a business. Students will work with numbers throughout this course in a neat and organized manner. This course provides students with employment skills for many different jobs, most notably general clerks and entry-level accounting clerks. Students in this course will do both computerized accounting and accounting by hand. This course uses the textbook Accounting as a guide. This course will incorporate some of the items listed in the Educational Technology Standards & Expectations for Michigan.

Accounting II**Credit: .5****Grade: 11, 12****Semesters: 1****Prerequisites: *Accounting I***

This course is an expansion on Accounting I, a more in-depth examination of the field of accounting. Students in this course will be given an introduction to automated accounting. This course will focus on the accounting cycle, partnership accounting, departmentalized accounting, automated departmentalized accounting, general accounting adjustments, corporate accounting, cost accounting, and management accounting. This is an excellent course for students who intend to go into an accounting related field in college. This course will incorporate some of the items listed in the Educational Technology Standards & Expectations for Michigan.

Independent Study – Virtual H.S. Classes**Credit: .5****Grade: 11, 12****Semesters: 1****Prerequisites: *Must have a 3.0 GPA or above***

Students can choose to take an independent study such as a foreign language with permission from the Guidance Department. This course can be used for either Advanced Placement or high school credit. Students will be expected to maintain a disciplined daily pace in these courses and set up an online account to exchange assignments and messages with their online instructors.

Foreign Language

Spanish I

Credit: 1

Grade: 9, 10, 11, 12

Semesters: 2

Prerequisite: *B or better in 8th Grade English*

This class is an immersion into the language and culture of Spanish-speaking countries of the world. Goals are aligned with the Michigan World Language Standards as well as the 5 C's of the National Standards of Foreign Language Learning: communication, cultures, connections, comparisons and community. Students in this class will learn the Spanish language using the present tense and will require basic knowledge of vocabulary, grammar and culture.

Spanish II

Credit: 1

Grade: 9, 10, 11, 12

Semesters: 2

Prerequisite: *C or better in Spanish I or teacher recommendation*

This class begins with a review of materials presented in Spanish I and continues adding to student knowledge of Spanish and of the cultures of Spanish-speaking countries. Goals in this class will be aligned with the Michigan World Language Standards as well as the 5 C's of the National Standards of Foreign Language Learning: communication, cultures, connections, comparisons and community. To accomplish these goals we are working with our book, *En Español!* The book uses thematic units such as health, community, movies, restaurants, the environment, parties and celebrations to teach the material.

Much of the learning is student-led through group and paired activities. There are several projects in this class such as creating a fashion show and constructing a city building. The class also uses technology to complete a variety of the projects as well as other assignments and activities.

Students are required to use a pencil and to have one with them every day. Students are also required to have a notebook to be used only for this class. This notebook will be used to do journaling and short writing assignments, as well as other book assignments. Students will be graded on participation as well as on completion of work through both formal and informal assessments.

Spanish III

Credit: 1

Grade: 10, 11, 12

Semesters: 2

Prerequisite: *C or better in Spanish II or teacher recommendation*

This class begins with a review of materials presented in Spanish II and continues adding to student knowledge of Spanish and of the cultures of Spanish-speaking countries. Goals in this class will be aligned with the Michigan World Language Standards as well as the 5 C's of the National Standards of Foreign Language Learning: communication, cultures, connections, comparisons and community. This class will be mostly conducted in Spanish and will help students gain comfort in using the language through conversation. Thematic units will continue on topics such as health and exercise, a trip to the ocean and the body.

Students are required to use a pencil and to have one with them every day. Students are also required to have a notebook to be used only for this class. This notebook will be used to do journaling and short writing assignments, as well as other book assignments. Students will be graded on participation as well as on completion of work through both formal and informal assessments.

Spanish IV

Credit: 1

Grade: 11, 12

Semesters: 2

Prerequisite: *C or better in Spanish III or teacher recommendation*

This class will continue adding to student knowledge of Spanish and of the cultures of Spanish-speaking countries. Goals in this class will be aligned with the Michigan World Language Standards as well as the 5 C's of the National Standards of Foreign Language Learning: communication, cultures, connections, comparisons and community. This class will be mostly conducted in Spanish and students will continue to gain comfort in using the language through conversation. Reading and writing in Spanish will be a major focus of this class. Students will have the opportunity to take the AP exam in May of their senior year.

Visual Arts

The Potter and the Wheel

Credit: .5

Grade: 10, 11, 12

Semesters: 1
Prerequisites: *None*

In this course students will further their experience with art materials and techniques by focusing on drawing and painting skills on paper and canvas. Pen and ink, pencil, printmaking, acrylic painting, multimedia art and watercolor painting are just a few projects explored. Students will learn about important events in the history of printmaking, drawing and painting, and they will explore the art of other cultures. Along with note taking, students will be writing artist statements for each work produced. Information will be taught through demonstrations, lectures, PowerPoint, and video.

Understanding Color: Repulsion, Attraction & Stabilization

Credit: .5

Grade: 9, 10, 11, 12

Semesters: 1
Prerequisites: *None*

This course focuses on the relationship between colors. Color theory is explored using Tempera, Acrylic, cut paper, and more to produce studio projects. Color is an extraordinary rich tool for artists. Color schemes and optical illusions are a few topics addressed. Along with note taking, students will be writing artist statements for each work produced. Information will be taught through demonstrations, lectures, PowerPoint, and video.

From Pencils to Pottery

Credit: .5

Grade: 9, 10, 11, 12

Semesters: 1
Prerequisites: *None*

From pencils to pottery, prehistoric cave art to Pop Art, Picasso to Pollock, art is explored through studio production. Studio projects are based on the elements and principles of design. Major artists, such as Picasso, Warhol, Caravaggio, Rembrandt, and Kahlo, serve as a source for analysis and inspiration through a series of Art History projects. This course requires flexible thinking skills and imagination. Each student will have a portfolio of their work, which is the result of the process and product. Along with note taking, students will be writing artist statements for each work produced. Information will be taught through demonstrations, lectures, PowerPoint, and video. No special drawing skills are necessary.

Two-Dimensional Art

Credit: .5

Grade: 9, 10, 11, 12

Semesters: 1
Prerequisites: *None*

In this course students will further their experience with art materials and techniques by focusing on drawing and painting skills on paper and canvas. Pen and ink, pencil, printmaking, acrylic painting, multimedia art and watercolor painting are just a few projects explored. Students will learn about important events in the history of printmaking, drawing and painting, and they will explore the art of other cultures. Along with note taking, students will be writing artist statements for each work produced. Information will be taught through demonstrations, lectures, PowerPoint, and video.

Three-Dimensional Art

Credit: .5

Grade: 10, 11, 12

Semesters: 1
Prerequisites: *None*

In this course students will expand their visual organization to translate two-dimensional sketches into three-dimensional work. Students will use materials such as clay, papier-mâché, wire, plaster and found objects to create sculpture. Students will explore sculpture and three-dimensional art forms in history and learn about their uses in modern life. Along with note taking, students will be writing artist statements for each work produced. Information will be taught through demonstrations, lectures, PowerPoint, and video.

Visual Arts *Continued*.....

Advanced Two-Dimensional Art

Credit: .5

Grade: 11, 12

Semesters: 1

Prerequisites: *From Pencils to Pottery, Two-Dimensional Art*

In this course students will study important movements in printmaking, drawing, painting, and modern art. Skills and concepts learned in the prerequisite, Two-Dimensional Art, will be explored in greater depth. Students are encouraged to develop their ability to represent personal ideas and concepts with accuracy and care. Students will put together a portfolio of their work that represents their style developed over the course. Along with note taking, students will be writing artist statements for each work produced. Information will be taught through demonstrations, lectures, PowerPoint, and video.

Advanced Three-Dimensional Art

Credit: .5

Grade: 11, 12

Semesters: 1

Prerequisites: *From Pencils to Pottery, Two-Dimensional Art, Three - Dimensional Art*

In this course students will study important movements in architecture, sculpture, and pottery and further develop their ability to carry out personal ideas and concepts with three-dimensional materials. Skills and concepts learned in the prerequisite, Three-Dimensional Art, will be explored in greater depth. Along with note taking, students will be writing artist statements for each work produced. Information will be taught through demonstrations, lectures, PowerPoint, and video.

Musical Arts

Band

Credit: 1.5

Grade: 9, 10, 11, 12

Semesters: 2

Prerequisite: *Audition and/or teacher recommendation*

The High School Band, **the top-performing ensemble**, consists of 9th, 10th, 11th & 12th grade students who exhibit a superior attitude and competency as musicians. Prior musical training and experience is necessary for membership in this course. High School Band is designed to challenge and further enrich the musical experience of its members by attendance at MSBOA band festivals, annual concerts, parades, solo & ensemble, pep band, jazz band and other scheduled events. The CCAHS Band has maintained a 10 year tradition of being District and State festival contenders, consistently earning top Division I ratings.

All students enrolled in this class are expected to practice and prepare materials on a regular basis, outside of class time. Grading consists of daily class participation, preparation, sectional participation, playing assessments and attendance at scheduled performances. **Concerts, parades, festivals and rehearsals are graded requirements for this course.** High School Band is a full year, 36-week, three-trimester performance class.

Choir/Music Appreciation

Credit: .5

Grade: 9, 10, 11, 12

Semesters: 1

Prerequisites: *Audition and/or teacher recommendation*

The choir/music appreciation class is designed to introduce students to the basic fundamentals of music theory, music history, sight-singing skills and vocal music literature. Membership is extended to encourage and welcome both male and female students, to enhance the potential performance level of the vocal ensemble. This vocal ensemble will perform at concerts and other events throughout the year. By learning various types of vocal warm-ups and articulators needed to develop better vocal skills, the students will have the opportunity to sing and perform with a group and by themselves. A wide range of secular, pop and sacred music will be explored during class rehearsals and performances. Selections are dependant upon current vocal ranges and abilities necessary for proper blend, balance and harmony. No prior experience is required for selection of this class.

This one semester course is offered throughout the year, but can be selected as a full year or a one or two semester elective course. As a performance class, graded requirements include: attendance, participation during the daily class time and attendance at scheduled performances. A concert uniform of a solid white top and black slacks or skirt is required for most performances however; a special designed choir shirt might apply.

Other Electives

Math/Science Technology Center

Credit: 3

Grade: 9, 10, 11, 12

**(10-12th Grade a.m. only)
(9th Grade p.m. only)**

Semesters: 2

Prerequisites: *Selected by MSTC Committee and PLAN Test*

The Math/Science Technology Center is a four-year program that is offered through the Mecosta-Osceola Intermediate School District (MOISD). The students that are selected to attend will take their high school mathematics, science, and computer classes at the Math/Science Technology Center. They will take their other classes and sports in the 'home' school. Students will attend the MSTC approximately two and one-half hours per day. MSTC courses will be accelerated and integrated, meaning various math and science subjects will be studied under a single theme (such as the hydrosphere). Instructors will be Ferris State University professors, rotating high school teachers, and professionals from business and industry. Classes will feature hands-on lab work and will make full use of emerging technology.

Dual Enrollment at Ferris State University

Credit:

Grade: 11, 12

Semesters: 2

Prerequisites: *3.25 G.P.A. or above*

Dual enrollment is designed to permit students to pursue their educational experiences at the collegiate level. Crossroads Charter Academy follows the State of Michigan guidelines for dual enrollment qualification. In order to dual enroll; students must have met the entrance requirements of the college or university they plan to enroll in for dual enrollment classes. Crossroads is responsible for paying all tuition, but students/parents are responsible for additional fees, books, and transportation.

Mecosta Osceola Career Center

Credit: 3

Grade: 11, 12

Semesters: 2

Prerequisites: *In Good Credit Standing at Home School*

GENERAL INFORMATION

The Mecosta-Osceola Career Center is an area career and technical educational (CTE) facility serving high school students from the districts of Big Rapids, Chippewa Hills, Crossroads Charter Academy, Evart, Morley-Stanwood and Reed City. Career Center students spend two and one-half hours each school day in their chosen CTE program and the remainder of each day at their home high schools. Students must be enrolled in their home high schools prior to being admitted to Career Center programs.

HOW TO ENROLL

All students enroll for CTE programs at the Career Center through school counselors. Local counselors can supply detailed information about all programs available.

CREDIT – CERTIFICATE

Credit for CTE courses successfully completed at the Career Center will be awarded by the local high schools. A competency certificate will include a list of the skills the students has mastered, as well as the number of hours completed in the program.

STUDENT SERVICES & PLACEMENT SERVICES & ARTICULATION

The Mecosta-Osceola Career Center offers special services to individuals with specific needs. These services can consist of program modifications, intermediate school specialists, paraprofessionals and other agency personnel when needed. Career counseling services are also available through the Career Center staff.

All students are exposed to job-seeking skills through employability instruction. These skills include tips on finding job leads, filling out applications, resume writing, portfolio maintenance and interview techniques. These services are available to students beyond graduation and into adult career transitions. Many programs have articulation agreements in place to allow college credits for program participation. Student organizations are available for skill competitions.

Mecosta Osceola Career Center Continued.....

Allied Health Technology - Nursing

Credit: 3

Grade: 11, 12

Semesters:2

Prerequisite: *In Good Credit Standing at Home School*

This is a one-year program for students focused on health care services specifically related to nursing services. The student will prepare for Certified Nurse Aide State Boards. This is an excellent pre-nursing or other pre-medical preparation.

Allied Health Technology - Therapeutics

Credit: 3

Grade: 11, 12

Semesters: 2

Prerequisite: *In Good Credit Standing at Home School*

This program is designed as a one-year introduction to the various allied health care fields and current technologies. Major components include anatomy, physiology, medical terminology, and professional clinical experience in the field. The student may explore studies in phlebotomy, EKG's, respiratory treatments, veterinary medicine, and dental applications, just to name a few. All students will have an opportunity to job shadow a professional in the field.

Automotive Technology

Credit: 3

Grade: 11, 12

Semesters: 2

Prerequisite: *In Good Credit Standing at Home School*

The Automotive Technology program is NATEF (National Automotive Technician Education Foundation) certified in four areas of automotive repair: Engine Repair, Brakes, Electricity/Electronics and Suspension/Steering Systems. This two year program also covers safety, preventive maintenance, business knowledge (i.e. writing repair orders and estimates), and automotive electricity/electronic systems. Students are prepared to take the State of Michigan Mechanic Certification Tests in each of the three NATEF certified repair areas. The program includes theory and hands-on practice. Articulation with college programs is available for successful students.

Building & Grounds Maintenance

Credit: 3

Grade: 11, 12

Semesters: 2

Prerequisite: *Must have IEPC to Enroll*

This program instructs individuals in the operation of power equipment and tools; use of cleaning agents and protective coatings; sanitation and disinfectants; care and cleaning of buildings, fixtures and furnishings including a variety of floor surfaces and wall coatings; performing building repairs; performing minor electrical repairs; basic grounds maintenance, and laundry. Potential employment opportunities include but are not limited to: painters apprentice, facilities technician, maintenance supervisor, custodian, custodian helper, landscaping, construction, and lawn care.

Building Trades

Credit: 3

Grade: 11, 12

Semesters: 2

Prerequisite: *In Good Credit Standing at Home School*

The two-year building trades program is designed to provide preparation for job entry in the building construction industry. Students will receive varied experiences in residential construction by building a residential home with the second year used to gain proficiency in the use of tools and equipment. Instruction includes: shop safety, reading blueprints, using hand and power tools, concrete footings, walls and flat work, framing, roofing, chimneys and fireplaces. Some students will be able to select interior and exterior painting and finishing, dry walling and plastering. Building trades students complete a residential home that is offered for sale to the public.

Mecosta Osceola Career Center *Continued.....*

Computer Aided Design & Drafting (CAD) (a.m. only)

Credit: 3

Grade: 11, 12

Semesters: 2

Prerequisite: *In Good Credit Standing at Home School*

This is a two-year program in technical drafting and CAD (Computer-Aided-Design). The first year of the program consists of manual drafting/CAD with the development of basic drafting skills. Students are also exposed to three-dimensional solids modeling using Solid works, Inventor and Mechanical Desktop. The MOISD CAD/Drafting course has designed a new method of delivering the foundational skills including geometrid construction using a wider range of software that students can relate to. 3-D animation software is also used to give the advanced student a more in-depth understanding of form and design. Students gain exposure to all facets of architectural drafting careers and learn how to apply their skills by creating a DVD portfolio project that combines traditional methods with project-based delivery. The second year o the program consists of CAD with emphasis on student design of tools, jigs, fixtures and sheet metal stamping dies for manufacturing and advanced three-dimensional CAD modeling. Additional drafting career training opportunities may be available upon instructor approval.

Cosmetology

Credit: 3

Grade: 12

Semesters: 2

Prerequisite: *Seniors Only & In Good Credit Standing at Home School*

The cosmetology course offers students a chance to learn the skills necessary to become a licensed cosmetologist. Students' work and study in a model beauty salon that is open to patrons. You must be a senior in high school to enter the program and complete a 13th year to meet state guidelines of 1,500 hours of instruction. The first 350 hours of instruction is devoted to theory and practical work on mannequins. Approximately half of this time is spent in the classroom. After completing 350 hours, students learn theory as well as work on patrons in the salon setting.

Culinary Arts

Credit: 3

Grade: 11, 12

Semesters: 2

Prerequisite: *In Good Credit Standing at Home School*

The Culinary Arts program will provide experience in a wide variety of occupations available in the commercial foods and hospitality industry. This may be either a one or two-year program with the first year stressing the techniques of preparing and serving food, health standards and sanitation. An individual with technical or management goals should plan on two years of attendance in culinary arts. The second year of the program will include advanced food preparation and time management techniques. The Career Center operates a model restaurant as part of the Culinary Arts program.

Diesel Technology

Credit: 3

Grade: 11, 12

Semesters: 2

Prerequisite: *In Good Credit Standing at Home School*

The Diesel Technology program is NATEF (National Automotive Technician Education Foundation) certified in two areas of diesel repair: Preventative Maintenance and Diesel Engine Repair. This two year program is designed to equip students with entry level skills in the repair and maintenance of large and small engines. This is a rotating program involving "hands on" training in safety, rebuilding gas and diesel engines, hydraulics, welding, electrical systems and tune ups on gas, diesel and LP engines. Many employers require advanced training, so this program is designed so the graduate can acquire more advanced training at the college level or trade school leading to a 2 or 4 year degree. Advanced placement is available through articulation with related college programs.

Digital Video Production (P.M. only)**Credit: 3****Grade: 11, 12****Semesters: 2****Prerequisite: *In Good Credit Standing at Home School***

MOCC boldly ventures into the 21st Century with a new Digital Media Production Class. Lights, camera, action! Starting this fall afternoon students will be able to create a new spin on television media as they learn the art of digital production. Discover what it takes to create a short production, learn basic editing techniques, run a sound board, edit film, write copy, interview subjects, put a story board together, and create multi-media productions by using basic film concepts and special effects. Techies who like to work behind the scenes and those who enjoy a little creative theatrical flare are invited to put it all together in Digital Media Production.

Early Childhood Careers**Credit: 3****Grade: 11, 12****Semesters: 3****Prerequisite: *In Good Credit Standing at Home School***

This program is designed to meet the needs of students who plan to work in childcare at an entry-level position. It also offers training for those who plan on a college education to become teachers, librarians, pediatricians, psychologists, social workers, etc. The program emphasizes national standards for early childhood education. The curriculum includes: planning, organizing, teaching activities, assisting children's needs in an actual preschool setting, emergency care (CPR and first aid) and audiovisual presentation skills. In addition, students develop professional work ethics and teamwork skills as part of the grading process. Advanced students are exposed to work explorations and cooperative education experiences.

Engineering and Precision Technology (A.M. only)**Credit: 3****Grade: 11, 12****Semesters: 2****Prerequisite: *In Good Credit Standing at Home School***

Today's world of Engineering and Precision Technology is high tech and always expanding with new technology. Companies seek employees with high-level technical skills to remain competitive. Students learn with hands on experience in a variety of industry trades. Students in the engineering and precision technology class will build on basic and intermediate skills in all areas and continue through 2nd year projects. New and emerging forms of fuel and energy forms will also be explored as well as discoveries in engineering and innovative design. Apprenticeships and co-op positions are available to students. Students will gain life long knowledge and skills applicable to plastics, machining, CAD/CAM, robotics, pneumatics, hydraulics, quality control and electrical systems as well as develop strong work ethic principles such as dependability, attitude and initiative.

Graphic Communications**Credit: 3****Grade: 11, 12****Semesters: 2****Prerequisite: *In Good Credit Standing at Home School***

This is a two-year program designed to give students an overview of the entire graphic/visual communication industry. First year students are exposed to all phases of the industry as they develop skills in producing printed products. Second year students participate in a self-paced study of more advanced graphics processes. This program is designed to include instruction on computer imaging, electronic publishing, graphic layout and design, photography, image assembly, offset printing, customer service, teamwork and problem solving.

Heating, Ventilation, Air Conditioning and Refrigeration (HVACR) (P.M. only)**Credit: 3****Grade: 11, 12****Semesters: 2****Prerequisite: *In Good Credit Standing at Home School***

Students in the Heating, Ventilation, Air Conditioning, and refrigeration program learn the installation, maintenance and repair of refrigeration, heating and air conditioning systems for residential and commercial buildings. This program is run in conjunction with the Ferris State University HVACR Department. It is offered in the afternoon only at the FSU Granger Center.

Public Safety**Credit: 3****Grade: 11, 12****Semesters: 2****Prerequisite: *In Good Credit Standing at Home School***

The Public Safety program will introduce high school juniors and seniors to various job possibilities within the Public Safety field. The focus of the program will include lecture materials, hands on experiences, job shadowing and wellness training. Public Safety encompasses police work, firefighting, EMS, courts, corrections, and emergency dispatch.

Welding**Credit: 3****Grade: 11, 12****Semesters: 2****Prerequisite: *In Good Credit Standing at Home School***

This is a "hands-on" class that trains students in a number of welding and cutting processes such as stick, mig, tig, spot, oxy fuel, flux core, brazing, plasma cutting, and carbon arc gouging. Fabrication tools used could include drill press, shears, power shears, benders, brakes, and optically guided cutters. Students also use metal working processes to fabricate projects. Advanced students may work with CAD programs in th

SCHEDULE 7-3

STAFF RESPONSIBILITIES

Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. The Academy may use noncertified individuals to teach as follows:

(a) A classroom teacher in any grade a faculty member who is employed full-time by the state public university and who has been granted institutional tenure, or has been designated as being on tenure track, by the state public university, and

(b) In any other situation in which a school district is permitted under this act to use noncertificated teachers.

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with sections 1249 and 1250 of the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Performance Evaluation System Commencing with the 2013-2014 School Year. If the Academy Board adopts and implements for all teachers and school administrators a performance evaluation system that complies with section 1249(7) of the Code, then the Academy Board is not required to implement a performance evaluation system that complies with section 1249(2) and (3). If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Parent Notification of Ineffective Teacher Ratings. Beginning with the 2015-2016 school year and continuing on during the term of this Contract, if a pupil is assigned to be taught by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to a teacher who has been rated as ineffective on the teacher's 2 most recent annual year-end evaluations. The notification shall be in writing and shall be delivered to the pupil's parent or legal guardian by U.S. mail not later than July 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation earned and paid in accordance with Applicable Law. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section.

CROSSROADS CHARTER ACADEMY

Job Description

Job Title: Superintendent
Location: Crossroads Charter Academy (CCA), Big Rapids, MI
Department: CCA Central Office
Reports To: CCA Board of Directors
FLSA Status: Salaried, Exempt

I. SUMMARY

Directs and coordinates the operation of and activities concerned with administration of all CCA facilities in accordance with the Board of Director's standards/policies by performing the essential duties and responsibilities personally or through subordinate supervisors.

II. PERFORMANCE CRITERIA

- A. Educational Environment:** Must be able to operate and manage an educational program and environment that will provide the best educational and learning opportunities for students.
- B. Management:** Must be able to manage all aspects of CCA's operations.
- C. Planning/Coordination:** Must be able to develop and implement short and long-range planning while developing an educational team that serves the needs of all students.
- D. Policy Development:** Must advise the Board of Directors to formulate CCA policies.
- E. Follow-Through:** To perform this job successfully, an individual must satisfactorily carry out each essential duty and responsibility outlined in item II below.

III. ESSENTIAL DUTIES AND RESPONSIBILITIES

The requirements listed below are representative of the knowledge, skill, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Essential duties and responsibilities include the following:

A. Student/Parent Interactions

1. Treat students, parents and staff with utmost courtesy and respect.
2. Meet with parents as needed on any issue(s) that may arise related to the school.

B. Policies & Compliance

1. Interpret programs and policies of personnel, individuals, community groups, and governmental agencies.
2. Ensure WMES employee compliance with policies in the WMES Employee Handbook.
3. Oversee and coordinate the filing of reports to the Michigan Department of Education and Grand Valley State University (GVSU).
4. Oversee GVSU Compliance Manual maintenance.
5. Ensure all grant compliance: draws down grant dollars; ensure that all grant dollars are spent properly.
6. Adhere to all approved CCA policies and procedures.

C. Budgeting/Personnel

1. In conjunction with the Director of Finance, CCA Board Finance Committee and other administrators, oversee the Accounting/Finance/Human Resources functions within CCA.
2. In conjunction with the Director of Finance, CCA Board Finance Committee and other CCA administrators, oversee the budgetary process of CCA.
3. Assist, with the cooperation of the Director of Finance, requisitions and allocation of supplies, equipment, and instructional materials (inventories).

4. Assist in recruiting, selecting, and the hiring of CCA staff, and be responsible for the hiring of staff for CCA central office.
5. Assist and monitor departmental budgets with the cooperation/assistance of other facility managers/supervisors.

D. Supervision

1. Supervise staff and directors/managers as specified by the CCA Organizational Chart.
2. Supervise instructional and support staff in the building, creating an atmosphere of security and trust, as well as encouraging innovation.
3. Attend staff meetings and prepare in-service training sessions as required by state and federal regulations for all employees.
4. Conduct administrative staff evaluations and review all employee evaluations.

E. Educational Leadership

1. Develop, coordinate, and evaluate educational programs through: meetings with staff; review of teachers' activities; and, issuance of directives to ensure conformance to state and school board standards.
2. Actively involved in various committees and organizations that will help to promote CCA and your understanding of instructional processes.
3. Research, review, and assist in the development of grant opportunities.

F. Oversight

1. Oversee maintenance, custodial, and transportation programs.
2. Oversee enrollment including returning and new student enrollment, and advertising of open enrollment period.
3. Oversee the school calendar including educational days, educational hours, and school events.
4. Oversee school safety issues: AHERA compliance and MIOSHA requirements.

G. Communications/Relationships

1. Communicate the vision, philosophy and mission of CCA to staff, students, parents, community and the media.
2. Design public relations strategies for the School, including, but not limited to: informational public meetings; open houses; luncheons; publicity campaigns; news releases; etc.
3. Establish and maintain relationships with colleges, community organizations, and other schools to coordinate educational services.
4. Maintain liaison relationship with MAPSA to insure the School's involvement in the charter school movement.
5. Interact in a professional manner, on a regular basis with MOISD personnel and represents CCA at MOISD and state meetings.

H. Board interaction

1. Be an active member on all CCA Board Committees.
2. Attend all regular and special CCA Board of Directors meetings.
3. Act as final authority on suspensions and expulsion recommendations to the CCA Board of Directors.

I. Leadership/Visioning

1. Develop, coordinate, and evaluate strategic goals of CCA as they relate to enrollment, curriculum, and future direction.
2. Frequently walk about the school buildings and property to monitor safety and security.

J. General Expectations

1. Maintain strict confidentiality in all issues related to students, parents and CCA.
2. Take on other duties as assigned by the CCA Board of Directors.

IV. DRUG FREE WORKPLACE REQUIREMENT

- A.** The employee shall remain free of any alcohol or non-prescribed controlled substance abuse in the workplace throughout his/her employment in the District.
- B.** Violation of this requirement will result in immediate termination.

V. SUPERVISORY RESPONSIBILITIES

- A.** Directly supervises members of the exempt work staff, including, but not limited to: elementary school principal; MS/HS principal; Central Office Administrative Assistant/Office Manager; Business Office Manager/Finance Director; etc.
- B.** Carries out supervisory responsibilities in accordance with CCA's policies and all applicable laws.

C. Responsibilities include: interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

VI. MINIMUM EDUCATION and/or WORK EXPERIENCE

- A.** Master's degree.
- B.** Minimum of five years directly related experience in an academic environment.
- C.** Successful teaching experience.

VII. KNOWLEDGE/SKILLS/ABILITIES

A. LANGUAGE SKILLS

1. Excellent ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
2. Excellent ability to write reports, business correspondence, and procedure manuals.
3. Outstanding ability to effectively present information and respond to questions from groups of staff, parents, Board of Directors, and the general public.
4. Must have excellent written and verbal communication skills.

B. MATHEMATICAL SKILLS

1. Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume.
2. Ability to apply concepts of basic algebra and geometry.

C. REASONING ABILITY

1. Ability to define problems, collect appropriate data, establish facts, and draw valid conclusions.
2. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

D. LEADERSHIP SKILLS

The superintendent must have excellent organizational and leadership skills.

VIII. CERTIFICATES, LICENSES, REGISTRATIONS

Current Administrator Certificate

IX. CRIMINAL BACKGROUND CHECK

Criminal background checks and criminal history checks are required.

X. OTHER REQUIREMENTS

- A.** Demonstrate knowledge of current methodologies and research in education and instruction.
- B.** Comply with the ongoing professional development requirements as per the No Child Left Behind (NCLB) regulations and subsequent Federal requirements.
- C.** Work with deadlines, job stress, time lines, and budget restraints in a successful manner.

XI. PHYSICAL DEMANDS

- A.** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.
- B.** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- C.** While performing the duties of this job, the employee is frequently required to walk, to stand; sit; talk or hear; use hands to finger, handle, or feel; reach with hands and arms; and occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.
- D.** The employee must occasionally lift and/or move up to 50 pounds.

E. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

XII. WORK ENVIRONMENT

A. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

B. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

C. While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions, outside weather conditions, extreme cold, and extreme heat.

D. The noise level in the work environment is usually moderate.

E. Regular work hours for full time teaching staff are from 7:30 a.m. to 3:30 p.m., or as otherwise directed by administration.

F. Hours for administrative and support staff will be designated by their direct supervisor(s).

I have read, understand, and have received a copy of this Job Description:

Employee's Name (Print) Date: _____

Employee's Signature

President, Board of Director's Signature Date: _____

HR Charter Consulting, LLC
Job Description for Crossroads Charter School

Title: Principal
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Chief Administrative Officer

Job Summary

The school Principal serves as the educational leader, responsible for managing the policies, regulations, and procedures to ensure that all students are supervised in a safe traditional learning environment that meets the approved curriculum and mission of the school

Duties and Responsibilities

- Adheres to and enforces board policy, school guidelines, and Administrative directives
- Enforces guidelines to maintain proper discipline and conduct
- Assists in the development and administration of policies dealing with discipline, conduct, and attendance
- Communicates relevant policies and procedures with regard to student discipline, conduct, and attendance to students, staff, and parents
- Assists the Chief Administrative Officer with student expulsions
- Supervise Staff
 - Provide a sounding board for teaching staff
 - Monitor and attend weekly teacher meetings
 - Participate in parent conferences as needed
 - Meet individually with faculty/staff as needed
 - Help provide resources for the teaching staff
 - Evaluate with the staff their in-service training needs and find, or help plan for, training experiences to meet these needs
 - Help facilitate communication between staff members, and between staff and parents
 - Provide list of substitute teachers so that teachers may contact, with approval of the Chief Administrative Officer
 - Participate in the interviewing and hiring of faculty and staff
- Maintains an effective and safe school environment
- Assists Chief Administrative Officer with fire, storm and tornado drills on a regular basis and is able to implement emergency evacuations and lock-downs effectively
- Assists in curriculum development to meet the needs of all students
- Prepares required reports and paperwork such as discipline reports, suspension reports, expulsion paperwork, discrimination complaints, injury reports, parent communications, and other paperwork as assigned
- Assists in the selection and mentoring of staff
- Assists in the development of an instructional budget
- Works as a team member to meet the system-wide needs of the district

- Assists in supervision of special events
- Assists in the care and management of the building and grounds, furniture, equipment, apparatus, books, and supplies
- Notifies the Chief Administrative Officer when maintenance is needed
- Performs other duties as assigned by the Chief Administrative Officer

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving

- Identifies and resolves problems in a timely manner
- Gathers and analyzes information skillfully
- Develops alternative solutions
- Works well in group problem solving situations
- Uses reason even when dealing with emotional topics

Student Focus & Management

- Manages difficult or emotional student situations
- Responds promptly to student needs
- Solicits feedback to improve delivery
- Responds to requests for service and assistance
- Meets commitments

Oral Communication

- Speaks clearly and persuasively in positive or negative situations
- Listens and gets clarification
- Responds well to questions
- Demonstrates group presentation skills
- Participates in meetings

Team Work

- Exhibits objectivity and openness to others' views
- Gives and welcomes feedback
- Contributes to building a positive team spirit
- Able to build morale and group commitments to goals and objectives
- Supports everyone's efforts to succeed
- Recognizes accomplishments of other team members

Written Communication

- Writes clearly and informatively
- Edits work for spelling and grammar
- Varies writing style to meet needs
- Presents numerical data effectively
- Able to read and interpret written information

Change Management

- Develops workable implementation plans
- Communicates changes effectively
- Builds commitment and overcomes resistance
- Prepares and supports those affected by change
- Monitors transition and evaluates results

Organizational Support

- Follows policies and procedures
- Completes administrative tasks correctly and on time
- Supports organization's goals and values
- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

- Prioritizes and plans work activities
- Uses time efficiently
- Plans for additional resources
- Sets goals and objectives

Safety and Security

- Observes safety and security procedures
- Determines appropriate action beyond guidelines
- Reports potentially unsafe conditions

Credentials and Experience

- Bachelor's degree in Education or similar required
- Master Degree Preferred
- At least five years full time experience in education
- Current Michigan Teaching Certification
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Incumbent must be able to lift 40 pounds
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Both indoor and outdoor environment are typically found in a childcare facility
Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

HR Charter Consulting, LLC
Job Description for CCA

Title: Teacher
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Building Principal

Job Summary

The Teacher is a highly qualified teacher responsible for the delivery of specified course content to CCA students.

Duties and Responsibilities

- Teaches and instructs in subject matter areas commonly found in a comprehensive education program
- Utilize an adopted course of study, instructional program guidelines, and other materials in planning and developing lesson plans
- Develops lesson plans and instructional materials and provides individualized and small group instruction in order to adapt the curriculum to the needs of each student
- Uses a variety of instructional strategies, such as inquiry, group discussion, lecture, discovery, etc
- Translates lesson plans into learning experiences so as to best utilize the available time for instruction
- Review, analyze and evaluate individual student histories and background in order to design instructional programs to meet individual needs
- Review, analyze, evaluate, and report pupil academic, social, and emotional growth
- Counsel and confer with parents, school and district personnel regarding pupil progress
- Cooperatively pursue alternative solutions to pupil learning problems
- Establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere in the classroom
- Augment course content in the form of remediation, modification and enrichment
- Implement student's IEPs and attend IEP conferences as needed
- Grade student work and enter grades into an online grade book in a timely manner
- Evaluates students' academic and social growth, keeps appropriate records, including attendance, and prepares progress reports
- Communicates with parents through conferences and other means to discuss students' progress and interpret the school program
- Identifies student needs and cooperates with other professional staff members in assessing students health, attitude, and learning problems

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving

- Identifies and resolves problems in a timely manner
- Gathers and analyzes information skillfully
- Develops alternative solutions
- Works well in group problem solving situations
- Uses reason even when dealing with emotional topics

Student Focus & Management

- Manages difficult or emotional student situations
- Responds promptly to student needs
- Solicits feedback to improve delivery
- Responds to requests for service and assistance
- Meets commitments

Oral Communication

- Speaks clearly and persuasively in positive or negative situations
- Listens and gets clarification
- Responds well to questions
- Demonstrates group presentation skills
- Participates in meetings

Team Work

- Exhibits objectivity and openness to others' views
- Gives and welcomes feedback
- Contributes to building a positive team spirit
- Able to build morale and group commitments to goals and objectives
- Supports everyone's efforts to succeed
- Recognizes accomplishments of other team members

Written Communication

- Writes clearly and informatively
- Edits work for spelling and grammar
- Varies writing style to meet needs
- Presents numerical data effectively
- Able to read and interpret written information

Change Management

- Develops workable implementation plans
- Communicates changes effectively
- Builds commitment and overcomes resistance
- Prepares and supports those affected by change
- Monitors transition and evaluates results

Organizational Support

- Follows policies and procedures
- Completes administrative tasks correctly and on time
- Supports organization's goals and values
- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

- Prioritizes and plans work activities
- Uses time efficiently
- Plans for additional resources
- Sets goals and objectives

Safety and Security

- Observes safety and security procedures
- Determines appropriate action beyond guidelines
- Reports potentially unsafe conditions

Credentials and Experience

- Bachelor's degree in Middle School Education required
- Current Michigan Teaching Certification
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily performed in the classroom environment. Classrooms are dynamic with a high level of activity. Work may also be performed at community sites for field trips.
- Incumbent must be able to lift up to 25 pounds
- Stand for up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a school environment
- Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Work hours may vary to meet the needs of the children
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

HR Charter Consulting, LLC
Job Description for CCA

Title: Business Manager
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Superintendent

Job Summary

Analyzes and organizes office operations and procedures such as bookkeeping, budgeting, preparation of payrolls, personnel, information management, filing systems, requisition of supplies, and other school administrative & compliance services.

Duties and Responsibilities

- Manages day-to-day flow of the Business Office, including AP/AR
- Pay vendors on a timely basis (weekly)
- Produce monthly financial statements including but not limited to:
 - Income Statement (budget vs. actual & month vs. ytd)
 - Balance Sheet
 - Bank Reconciliations for all cash accounts
 - Staff budget reports
- Prepare yearly budgets in partnership with Superintendent
- Prepare for audits
- Maximizes office productivity through proficient use of appropriate software applications
- Develops school budget and initiates cost reduction programs
- Reviews clerical and personnel records to ensure completeness, accuracy, and timeliness
- Prepares reports for guidance of management & board
- Prepares & submits reports for state compliance
- Attend board meetings on a regular basis
- Researches and develops resources that create timely and efficient workflow
- Establishes uniform correspondence procedures and style practices
- Formulates procedures for systematic retention, protection, retrieval, transfer, and disposal of financial records
- Maintains contact with staff and outside vendors

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

- ***Problem Solving***
 - Identifies and resolves problems in a timely manner
 - Gathers and analyzes information skillfully
 - Develops alternative solutions
 - Works well in group problem solving situations
 - Uses reason even when dealing with emotional topics

- **Team Work**
- Exhibits objectivity and openness to others' views
- Gives and welcomes feedback
- Contributes to building a positive staff spirit
- Able to build morale and group commitments to goals and objectives
- Supports everyone's efforts to succeed
- Recognizes accomplishments of other team members
- **Managing People**
- Includes staff in planning, decision-making, facilitating and process improvement
- Makes self available to staff
- Provides regular performance feedback
- Solicits and applies customer feedback (internal and external)
- Improves processes, products and services
- **Dependability**
- Responds to management direction
- Takes responsibility for own actions and keeps commitments
- Commits to long hours of work when necessary to reach goals
- Completes tasks on time or notifies appropriate person with an alternate plan

Credentials and Experience

- Bachelor's degree in Accounting or Finance from four-year college or university preferred
- 2 – 3 years related experience
- Knowledge of Generally Accepted Accounting Principals (GAAP)
- Knowledge of Michigan public school financial reporting
- Criminal Justice Fingerprint/Background Clearance
- Intermediate to advanced skills in word processing, spreadsheets, and data base programs

Physical Demands / Work Environment

- Primary worksite will be in an office environment
- Must be able to occasionally lift up to 25 pounds
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Must possess acceptable hearing and visual capabilities in order to monitor the environment
- Must be able to excel in an ambiguous and continuously changing environment
- Will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately

HR Charter Consulting, LLC
Job Description for CCA

Title: Executive Assistant
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Principal

Job Summary

The basic job functions of a Executive Assistant is to greet the general public, students, parents and other parties that arrive at the school in person or by phone. The most important job that the receptionist performs is to serve as the “gate keeper” to the school, and a liaison to the Business Manager & Superintendent.

Duties and Responsibilities

- Directs all incoming calls
- Directs all inquiries and visitors
- Ensures front office phone line remains as clear as possible for emergency calls
- Returns voice mail messages
- Issues tardy passes
- Manages student messages
- Manage student medical needs (medicine distribution, tracking, coordinating with parents/guardians)
- Maintains reception bulletin board
- Assists parents and students with admissions requirements/process, gives tours, sets appointment with administrator if requested
- Maintains student records to ensure completeness, accuracy, and timeliness
- Contacts parents, if needed, to acquire any missing enrollment information
- Maintains records of classroom openings and waiting lists
- Completes student reports to MDE, GVSU, and ISD in a timely manner
- Creates and disseminates communications to students and parents
- Ensures main entrance security
- Ensures front desk is continually covered during posted office hours
- Provide administrative support to Superintendent & Business Manager as requested
- Other duties as assigned

Knowledge, Skills, and Abilities

To perform the job successfully, an individual should demonstrate the following competencies:

- **Problem Solving**
 - Identifies and resolves problems in a timely manner
 - Gathers and analyzes information skillfully

- o Develops alternative solutions
- o Works well in group problem solving situations
- o Uses reason even when dealing with emotional topics
- **Customer Service**
 - o Strong customer service skills
 - o Manages difficult or emotional situations
 - o Responds promptly to students, parent, and staff needs
 - o Finds ways to help students improve self esteem issues and build confidence
- **Team Work**
 - o Exhibits objectivity and openness to others' views
 - o Gives and welcomes feedback
 - o Contributes to building a positive staff spirit
 - o Supports everyone's efforts to succeed
 - o Recognizes accomplishments of other team members
- **Dependability**
 - o Responds to management direction
 - o Takes responsibility for own actions and keeps commitments
 - o Commits to long hours of work when necessary to reach goals
 - o Completes tasks on time or notifies appropriate person with an alternate plan

Credentials and Experience

- Associate or Bachelor's Degree in Administrative Services or similar preferred
- Criminal Justice Fingerprint/Background Clearance
- Experience with a variety of office computer & software products
- Intermediate to advanced skills in word processing, spreadsheets, and data base programs

Physical Demands / Work Environment

- Primary worksite will be in an office environment
- Must be able to occasionally lift up to 25 pounds
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Must possess acceptable hearing and visual capabilities in order to monitor the environment
- Must be able to excel in an ambiguous and continuously changing environment

- Will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately

HR Charter Consulting, LLC
Job Description for CCA

Title: Educational Para-Professional (Title 1, special education)
Status: Full-Time or Part-time / Non-Exempt
Pay Range: Commensurate with Experience
Reports To: Building Principal

Job Summary

Assist the grade level Teachers in planning and implementing learning experiences that advance the intellectual, emotional, social, and physical development of children within a safe, healthy learning environment.

Duties and Responsibilities

- Discusses assigned teaching area with classroom teacher to coordinate instructional efforts
- Prepares lesson outline and plan in assigned area and submits outline to teacher for review
- Plans, prepares, and develops various teaching aids such as bibliographies, charts, and graphs
- Presents subject matter to students, utilizing variety of methods and techniques such as lecture, discussion, and supervised role playing
- Prepares, administers, and grades examinations
- Assists students, individually or in groups, with lesson assignments to present or reinforce learning concepts
- Confers with parents on progress of students
- Crossing Guard and Recess Supervision as assigned

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

- Demonstrate the ability to relate joyfully to children
- Classroom management skills
- Active listening skills
- Professional etiquette and demeanor
- Ability to work in a fast-paced environment
- Strong interpersonal skills
- Reliable transportation
- Ability to:
 - Apply learning and training in a classroom environment
 - Work outside of regular schedule when required
 - Connecting with Children,
 - Deal with Uncertainty
 - Support Diversity
 - Be Dependable
 - Show Emotional Control

- Handle Pressure
- Have a Positive affect with students and parents
- Respond to parent/student inquiries
- Provide formative, thorough feedback on assign

Credentials and Experience

- Associate Degree in educational focus area
- Bachelor's degree preferred
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily performed in the classroom environment. Classrooms are dynamic with a high level of activity.
- Incumbent must be able to lift up to 40 pounds
- Stand up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a childcare facility. Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will need to be flexible and be able to respond quickly and appropriately to changing situations
- Work hours may vary to meet the needs of the children
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

FOOD SERVICE DIRECTOR JOB DESCRIPTION

The Food Service Director is responsible for the preparation and serving of all meals. The Food Service Director manages the food service production and delivery system, including purchase and inventory of food and supplies. The Food Service Director will insure conformance with food quality, nutrition, and productivity standards. The Food Service Director will train, manage and supervise food service staff, practice time management techniques, and insure the highest possible customer satisfaction.

QUALIFICATIONS: High School diploma required. Specialized training in food preparation and/or food service management with demonstrable computer, record keeping, and communication skills is highly preferred.

REPORTS TO: District Administrator

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Direct the expenditure of the food service budget.
- Insure that the food service operates within established budgetary guidelines.
- Assign, direct and supervise food service workers.
- Assist in the hiring, transfer, promotion, demotion, or dismissal of food service workers.
- Follow proper receiving, storage, and preparation techniques to insure that all food items are maintained at a high quality until consumed.
- Plan, implement, and review all breakfast and lunch menus.
- Maintain the highest standards of cleanliness and safety in the kitchen.
- Prepare all local and state reports as directed or required.
- Implement strategies to create an atmosphere that will attract and retain customers.
- Represent the food service program on district wellness committee.
- Understand and implement safety procedures as required by the district.
- Perform other duties as assigned.

PHYSICAL DEMANDS:

While performing the duties of this job, the employee is regularly required to stand; walk; use hands and fingers to handle, or feel objects, tools, or controls; and talk or hear. The employee frequently is required to reach with hands and arms. The employee is required to be on his/her feet for extended periods of time. The employee frequently must squat, stoop or kneel, reach

above the head and reach forward. The employee continuously uses hand strength to grasp utensils or carry pots and pans. The employee will frequently bend or twist at the neck and trunk more than the average person while performing the duties of this job.

The employee must frequently lift and/or move up to 50 pounds such as crates, bags or cartons of canned or fresh produce. The employee will sometimes push/pull items such as tables, or bulk food carts. Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

SCHEDULE 7-4

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

Included in the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the approved state standardized assessment designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

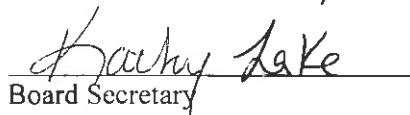
Date: 5/14/11



Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Crossroads Board of Directors at a properly noticed open meeting held on the 14 day of May, 2011, at which a quorum was present.


Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

ADMISSION OF STUDENTS

Reference: MCL 380.502(3)(e)(iii); MCL 380.504

The Board of Directors will allow students who reside in Michigan to enroll in the Academy in accordance with limits established by the Board of Directors. Preferences will be in writing and given to currently-enrolled students and siblings of enrolled students.

When maximum enrollment for a grade is exceeded during the open enrollment period, applicants are admitted on the basis of a lottery system. Remaining applicants shall be placed on a waiting list.

The Board authorizes the Superintendent to deny admission to any student who has a record of behavior s/he believes would constitute a threat to the safety and well being of fellow students and staff. Students that were not attending school in the previous year(s) or their class has already graduated may be referred to outside alternative education sources or other schools in the area. (current policy)

Any pupil enrolled in a school identified as a "Persistently Dangerous School" shall be allowed to attend a safe school within the local District in which a public school academy is located. The Board of Directors shall offer the pupils attending a school identified as a Persistently Dangerous School the opportunity to transfer to a safe public school within the local District within ten days of receiving the official complaint.

The Superintendent shall develop Administrative Guidelines for the proper implementation of this policy. Any such denial shall be reported to the Board at its next regular meeting.

Adopted 12/8/11

Revised: 11/13/14

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

CROSSROADS CHARTER ACADEMY CALENDAR 2015-2016

August 31 & Sept 1 Teacher Professional Development Days (2-6 Hr. Days)
 Sept. 2 New Teacher Training AM
 ALL STAFF Mtg. PM—1:00-3:00 ?
 Open House: BACK TO SCHOOL OPEN HOUSE NIGHT 6:00-7:00PM

1st SEMESTER		175 Student Days
SEPTEMBER		17 Student Days
8	STUDENTS 1st Day of School K-12	
OCTOBER		22 Student Days
9	K-6 Mid-Term Progress Report (24 Days)	
16	HALF DAY—Teacher Prof. Dev. Day (3 Hr.)	
NOVEMBER		17 Student Days
6	K-6 1st Quarter Ends (20 Days—44 for Qtr.)	
9	<i>K-6 2nd Quarter Begins</i>	
17 & 19	PARENT/TEACHER CONFERENCES—4:00-7:00PM (MS/HS Prog. Reports)	
25-27	NO SCHOOL—Thanksgiving Holiday (Wednesday-Friday)	
DECEMBER		14 Student Days
11	K-6 Mid-Term Progress Report (21 Days)	
18	HALF DAY—Teacher Prof. Dev. Day (3 Hr.) Last Day before Christmas Bk	
21-31	NO SCHOOL—Christmas Vacation (December 21-January 1)	
JANUARY		20 Student Days
1	NO SCHOOL—Christmas Vacation Continues	
4	School Resumes January 4	
28 & 29	MS/HS Exams	
29	1st Semester Ends 2nd Quarter Ends (25 Days/46 for Qtr./90 for Sem.)	
2nd SEMESTER		
FEBRUARY		19 Student Days
1	Semester Begins <i>K-6 3rd Quarter Begins</i>	
12 & 15	NO SCHOOL—President's Weekend	
29	K-6 Mid-Term Progress Report (20 Days)	
MARCH	OPEN & RE-ENROLLMENT—March 1 to 31	22 Student Days
18	HALF DAY—Teacher Prof. Dev. Day (3 Hr.)	
25	NO SCHOOL—Good Friday	
29 & 31	PARENT/TEACHER CONFERENCES—4:00-7:00p.m. (MS/HS Prog. Reports)	
31	<i>K-6 3rd Quarter Ends (22 Days—42 for Qtr.)</i>	
APRIL		16 Student Days
4-8	NO SCHOOL—Spring Break	
11	School Resumes <i>K-6 4th Quarter Begins</i>	
15	HALF DAY—Teacher Prof. Dev. Day (3 Hr.)	
MAY		21 Student Days
6	K-6 Mid-Term Progress Report (20 Days)	
15	Senior Baccalaureate	
16-17	Senior Exams	
18	Awards Night—7:00PM (9 th -12 th Grades)	
19	Senior Breakfast 7AM/Sr. Send Off 9AM/Graduation Practice 11AM	
22	GRADUATION Class of 2016 at 2:00p.m. HS Gymnasium	
30	NO SCHOOL—Memorial Day	
JUNE		7 Student Days
8 & 9	Final Exams (7th – 11th)	
9	Last Day/Summer Break <i>4th Quarter Ends(23 Days/43 Qtr./85 Sm)</i>	
10	Teacher Required End of Year Prof. Dev. Day (6 Hr.)	

STAFF: will be required to attend all professional development days scheduled; including bi-Monthly K-12 PLC Meetings, Staff meetings, etc.
Student Days: 175 Full Days Student Hours options (1,098 Required)

Bell Schedule

Elementary:

8:00 am – 3:15 pm

Lunch/Recess: 11:00am – 12:50 pm

Middle/High:

7:45 am – 3:15 pm

Lunch: 11:30am – 1:05pm (in shifts)

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED

CROSSROADS CHARTER ACADEMY

“Home of the Cougars”



Pam Duffy, Superintendent, ext. 231
Debbie Bennett, Administrative Assistant, ext. 273

Trudi Green, Director of Finance, ext. 358
Deb Kanouse, Administrative Assistant, ext. 359

CENTRAL BUSINESS OFFICE

215 N. State Street, Big Rapids, MI 49307

Phone: 231-796-9041 Fax: 231-527-1468 Website: www.ccabr.org

CROSSROADS CHARTER ACADEMY is a K-12 Public School Academy with students ranging in age from 5 years to 18 or up to 20 depending on graduation completion status.

SCHEDULE 7-8

**ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE
OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE**

CROSSROADS CHARTER ACADEMY

“Home of the Cougars”



Pam Duffy, Superintendent, ext. 231
Debbie Bennett, Administrative Assistant, ext. 273

Trudi Green, Director of Finance, ext. 358
Deb Kanouse, Administrative Assistant, ext. 359

CENTRAL BUSINESS OFFICE

215 N. State Street, Big Rapids, MI 49307

Phone: 231-796-9041 Fax: 231-527-1468 Website: www.ccabr.org

CROSSROADS CHARTER ACADEMY ADDRESS AND PHYSICAL BUILDING DESCRIPTION:

Buildings are across the street from each other at the corner intersection of State and Spruce Streets.

ELEMENTARY Building:

215 N. State Street
Big Rapids, MI 49307

Three story brick and mortar building with multiple purpose areas: classrooms, cafetorium, gymnasium, auditorium, offices, boiler room, etc.

MS/HS Building:

215 W. Spruce Street
Big Rapids, MI 49307

Two story steel frame and steel siding building with multiple purpose areas: classrooms, cafeteria, Kitchen, gymnasium, offices, mechanical facilities, etc.

200000006814
Filed for Record in
MECOSTA COUNTY, MICHIGAN
JOANNE BROWN
On 09-27-2000 At 12:06:56 pm.
DIS MTG 9.00
OR Liber 639 Page 586 - 586

200000006814
CHEMICAL BANK CENTRAL
125 NORTH MICHIGAN AVE
BIG RAPIDS, MI 49307

DISCHARGE OF MORTGAGE BY A CORPORATION.

KNOW ALL MEN BY THESE PRESENTS, That a certain INDENTURE OF MORTGAGE,
bearing Date the 1ST day of JUNE, A. D. 1998, made and executed by

CROSSROADS CHARTER ACADEMY
215 N. STATE ST.

BIG RAPIDS, MI 49307


To CHEMICAL BANK CENTRAL, a Michigan Banking Corporation of 125 North Michigan
Avenue, Big Rapids Michigan 49307 and recorded in the Register's Office for the County of
MECOSTA, State of Michigan, in Liber 594 of Mortgages, on Pages
967-984, on the 12TH day of JUNE, A. D. 1998, is fully paid,
satisfied and discharged.


IN WITNESS WHEREOF, Said CHEMICAL BANK CENTRAL has caused these presents to
be signed by its PRESIDENT and its corporate seal to be hereunto affixed,
this 25TH day of SEPTEMBER, A. D. 2000.

In Presence of


REBECCA CAMPBELL


Chemical Bank Central


KRISTA TESSEINE


By: KARL W. LINEBAUGH
It's: PRESIDENT

State of Michigan)
County of MECOSTA) ss.

On this 25TH day of SEPTEMBER, A. D. 2000 before me, Appeared
KARL W. LINEBAUGH to me personally known, who being by me duly sworn, did
say that he is the PRESIDENT of CHEMICAL BANK CENTRAL, and that the
seal affixed to the foregoing instrument is the corporate seal of said bank and that said instrument
was signed and sealed in behalf of said bank by authority of its Board of Directors and that said
KARL W. LINEBAUGH acknowledged said instrument to be the free act and deed of
said CHEMICAL BANK CENTRAL.


KRISTA TESSEINE
Notary Public
MECOSTA County, Michigan
My commission expires: 4/20/01

Prepared By and Return to:
REBECCA CAMPBELL, LOAN CLERK
Chemical Bank Central
125 North Michigan Avenue
Big Rapids Michigan 49307

I hereby certify that there are no Tax Liens or Titles held by the State or any individual against the within description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This Certificate does not apply on taxes, if any, now in process of collection.

June 12, 1998
Date

Shirley Johnson
Mecosta County Treasurer

STATE OF MICHIGAN
COUNTY OF MECOSTA
RECEIVED FOR RECORD

'98 JUN 12 A10:54

Joanne Brown
REGISTER OF DEEDS

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That **BIG RAPIDS PUBLIC SCHOOLS** as Successor of the Trustees and their Successors in office of Union School District No. 1 of the City and Township of Big Rapids

whose address is 21034 15 Mile Road, Big Rapids, MI 49307

Convey(s) and Warrant(s) to **CROSSROADS CHARTER ACADEMY**, a Michigan non-profit Corporation with offices located at 215 N. State Street, Big Rapids, MI 49307

whose address is 215 N. State Street, Big Rapids, MI 49307

the following described premises situated in the City of Big Rapids County of MECOSTA and State of Michigan, to-wit:

Block 63 of Warren and Bronson's Subdivision of South $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 10, Township 15 North, Range 10 West, City of Big Rapids, Mecosta County, Michigan.

Grantee specifically accepts and acknowledges receipt of this conveyance subject to a building inspection report.

Grantee further covenants that the building located upon the above premises shall bear the name "Charter" and/or "Academy" in perpetuity.

IF THE LAND BEING CONVEYED IS UNPLATTED, the following is deemed to be included: "The Grantor grants to the Grantee the right to make all (all) division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. Also, this property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act."

subject to and including any rights, reservations, restrictions, easements and rights of way of record or observable by visual inspection.

for the full consideration of EXEMPT from all taxation pursuant to MCL 380.513 (II).

Dated this 1ST day of JUNE, 1998

Witnesses:

Conda Garner
CONDA GARNER

Janice Hine
JANICE HINE

STATE OF MICHIGAN
COUNTY OF MECOSTA

Signed and Sealed:

Big Rapids Public Schools

John L. Cook
By: John L. Cook
Its. Superintendent

The foregoing instrument was acknowledged before me this 1ST day of JUNE, 1998, by Big Rapids Public Schools by John L. Cook, Superintendent

My Commission Expires:
7-11-98

Karl W. Linebaugh
Karl W. Linebaugh

NOTARY PUBLIC, Mecosta County, Michigan.

Drafted Without Opinion

By: Shawn Downey, Attorney at Law
119 S. Michigan, Big Rapids, MI 49307

When Recorded Return To:
Grantees

Legal Description for
Crossroads Charter School Bldg

Bruce Brown
231 527 1460

100-187-07-1

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That **BIG RAPIDS PUBLIC SCHOOLS** as Successor of the Trustees and their Successors in office of Union School District No. 1 of the City and Township of Big Rapids

whose address is 21034 15 Mile Road, Big Rapids, MI 49307

Convey(s) and Warrant(s) to **CROSSROADS CHARTER ACADEMY**, a Michigan non-profit Corporation with offices located at 215 N. State Street, Big Rapids, MI 49307

whose address is 215 N. State Street, Big Rapids, MI 49307

the following described premises situated in the City of Big Rapids County of MECOSTA and State of Michigan, to-wit:

Block 63 of Warren and Bronson's Subdivision of South $\frac{1}{2}$ of Southeast $\frac{1}{4}$ of Section 10, Township 15 North, Range 10 West, City of Big Rapids, Mecosta County, Michigan.

Grantee specifically accepts and acknowledges receipt of this conveyance subject to a building inspection report.

Grantee further covenants that the building located upon the above premises shall bear the name "Charter" and/or "Academy" in perpetuity.

IF THE LAND BEING CONVEYED IS UNPLATTED, the following is deemed to be included: "The Grantor grants to the Grantee the right to make all (all) division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. Also, this property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act."

subject to and including any rights, reservations, restrictions, easements and rights of way of record or observable by visual inspection.

for the full consideration of EXEMPT from all taxation pursuant to MCL 380.513 (II).

Dated this 1ST day of JUNE, 1998

Witnesses:

Conda Garner

Janice Anne

Signed and Sealed:

Big Rapids Public Schools

John L. Cook

By: John L. Cook
Its. Superintendent

STATE OF MICHIGAN
COUNTY OF MECOSTA

The foregoing instrument was acknowledged before me this 1ST day of JUNE, 1998, by Big Rapids Public Schools by John L. Cook, Superintendent

My Commission Expires:

7-11-98

Kenneth A. Mudd

NOTARY PUBLIC, Mecosta County, Michigan.

Drafted Without Opinion

By: Shawn Downey, Attorney at Law
119 S. Michigan, Big Rapids, MI 49307

When Recorded Return To:
Grantees

QUIT CLAIM DEED

The Grantor **BIG RAPIDS PUBLIC SCHOOLS** as Successor of the Trustees and their Successors in office of Union School District No. 1 of the City and Township of Big Rapids (the "Grantor")

whose address is **21034 15 Mile Road, Big Rapids, MI 49307**

quit-claims to **CROSSROADS CHARTER ACADEMY, a Michigan nonprofit corporation (the "Purchaser")**

whose address is **215 North State Street, Big Rapids, MI 49307**

Grantor's interest in the following described premises (the "Premises") situated in the City of Big Rapids, County of Mecosta, and State of Michigan:

Block 63 of Warren and Bronson's Subdivision of South 1/2 of Southeast 1/4 of Section 10,
Township 15 North, Range 10 West, City of Big Rapids, Mecosta County, Michigan

for the sum of Three Hundred Eighty Thousand Dollars (\$380,000) and other valuable consideration subject to and including any rights, reservations, restrictions, easements, and rights-of-way of record or observable by visual inspection, and subject to the covenant recited in the Purchase Agreement entered into by the Grantor and Grantee, and dated _____, 1998:

1. The Purchaser covenants that so long as the property is used for an education purpose by an entity other than the Seller, the name of the building, if any, shall include either the word "charter" or the word "academy." Should Purchaser fail to abide by this Covenant, Purchaser agrees that Seller may pursue legal action in Mecosta County Circuit Court or other court with jurisdiction over such matters to enforce this Covenant and further agrees to pay all of Purchaser's costs and fees, including attorney fees, associated with such legal action.

Pursuant to MCL 380.513(11) and 207.505, this instrument of transfer is exempt from the real estate transfer tax imposed by MCL 207.501, *et seq.*

Dated this _____ day of _____, 1998.

Signed in presence of:
WITNESSES:

Signed by:

GRANTOR

By _____

STATE OF MICHIGAN)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1998, by

* _____ Notary Public
County, Michigan
My Commission Expires: _____

When Recorded Return To:	Send Subsequent Tax Bills To:	Drafted By:
	N/A Exempt	Christopher J. Iamarino, Esq.
Crossroads Charter Academy 215 North State Street Big Rapids, MI 49307		Thrun, Maatsch & Nordberg 501 S. Capitol, Ste. 500, P.O. Box 40699 Lansing, MI 48901

pursue legal action in Mecosta County Circuit Court or other court with jurisdiction over such matters to enforce this Covenant and further agrees to pay all of Purchaser's costs and fees, including attorney fees, associated with such legal action.

XIII. Amendments. This Agreement may be amended or modified only by a document in writing executed by each of the parties named above.

XIV. Successors and Assigns. This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

XV. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

XVI. Effective Date. This Agreement shall become effective as of the date upon which the last of the parties listed below shall have signed this Agreement.

WITNESSES

(printed name)

(printed name)

WITNESSES

(printed name)

(printed name)

s:\users\hss\ejl\0022-01\032698.pa

**SELLER: BOARD OF EDUCATION OF
BIG RAPIDS PUBLIC SCHOOLS**

By: _____

Its: President

By: _____

Its: Secretary

Dated: _____, 1998

**PURCHASER: CROSSROADS CHARTER
ACADEMY**

By: _____

Its: President

Dated: _____, 1998

By: _____

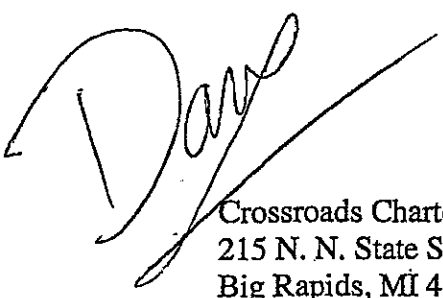
Its: Secretary

Dated: _____, 1998

Mecosta County Abstract and Title
119 SOUTH MICHIGAN AVENUE, P.O. BOX 1015-A
BIG RAPIDS, MI 49307

Phone (616) 796-3523/ Fax (616) 796-7600

May 4, 1999



Crossroads Charter Academy
215 N. N. State Street
Big Rapids, MI 49307

Re File No.: 908-98

Enclosed is your final policy of Owner's Title Insurance regarding the captioned file and property. If you have any questions concerning the policy, please feel free to call us at the above provided phone number.

Thank you for using our services, and please call on us again if we may be of further assistance.

MECOSTA COUNTY ABSTRACT AND TITLE COMPANY

ALTA Owner's Policy
(10-17-92)



POLICY OF TITLE INSURANCE

**MECOSTA COUNTY
ABSTRACT & TITLE COMPANY**

119 S. MICHIGAN AVENUE
P. O. BOX 1015-A
BIG RAPIDS, MICHIGAN 49307
TELE: (616) 796-3523



Policy No. OP 5047893

ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY

Parker S. Kennedy

PRESIDENT

ATTEST

Mark R. Jameson

SECRETARY

COUNTERSIGNED BY

John M. Zieglar

File No.: 908-98

SCHEDULE A

Amount of Insurance

Date of Policy

Policy Number

\$ 380,000.00June 13, 1998 @8amOP 5047893

1. NAME OF INSURED:

CROSSROADS CHARTER ACADEMY, a Michigan non-profit Corporation, its successors and/or assigns as defined in Paragraph 1(a) of the Conditions and Stipulations of this policy.

2. The estate or interest in the land which is covered by this policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

CROSSROADS CHARTER ACADEMY, a Michigan non-profit Corporation

4. The land referred to in this policy is described as follows:

BLOCK 63 OF WARREN AND BRONSON'S SUBDIVISION OF SOUTH ½ OF SOUTHEAST ¼ OF SECTION 10, TOWNSHIP 15 NORTH, RANGE 10 WEST, CITY OF BIG RAPIDS, MECOSTA COUNTY, MICHIGAN.

Schedule A consists of -1- pages

44-112

MECOSTA COUNTY ABSTRACT & TITLE COMPANY
119 S. Michigan Ave., P. O. Box 1015A
Big Rapids, MI 49307
(616) 796-3523

File No.:
908-98

POLICY NO.
OP 5047893

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Rights or claims of parties in possession not shown of record.
2. Encroachments, overlaps, boundary line disputes, shortages in area, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements or claims of easements not shown by the public records and existing water, mineral, oil and exploration rights.
4. Any lien, or right to a lien, for services, labor, or material imposed by law and not shown by the public records.
5. Restrictions upon the use of the premises not appearing in the chain of title.
6. The dower or homestead rights, if any, of the wife of any individual insured or of any individual shown herein to be party in interest.
7. Taxes which become a lien pursuant to Public Act 143 of 1995 and any other taxes and/or assessments which become a lien or become due and payable subsequent to the date of this policy.
- 8.. Any and all oil, gas and mineral rights and reservations of every kind and nature whether recorded or unrecorded and all rights pertinent thereto.
9. Rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road and highway purposes.
10. Right of Ways to Consumers Power Company recorded at Liber 396 Page 699, Mecosta County Records; and recorded at Liber 400 Page 1038, Mecosta County Records; and Affidavit to Abandon recorded at Liber 426 Page 384, Mecosta County Records.
11. City water/sewer/sanitation account.
12. Notice of Personal Guarantee between Crossroads Charter Academy, a Michigan non-profit Corporation and Robert Tiel and Mary Tiel, husband and wife, dated June 1, 1998 and recorded June 12, 1998 at Liber 594, Page 966, Mecosta County Records.
13. Mortgage dated June 1, 1998 in the original principal amount of \$450,000.00, executed by Crossroads Charter Academy to Chemical Bank Central, a Michigan Banking Corporation, and recorded June 12, 1998 in Liber 594, Page 967, Mecosta County Records.

NOTE: This commitment and any policy issued pursuant hereto deletes any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, condition or restriction violate 42 USC 3604(c).

Schedule B consists of -1- pages

Michigan Department of Education
REVISED Consolidated Federal and State Program Allocations 1998-99

07/08/98

District	Title I Part A Basic	Title I Part A Concentration	Title I Part A Total	Title I Part D	Eisenhower Distribution	Eisenhower Total	Title VI Total	Migrant School Year	Gifted State Funds Section 57.3
54901 Crossroads Charter Academy	\$44,632	\$8,187	\$52,819						
District Allocation	\$44,632	\$8,187	\$52,819						
	Eisenhower Mathematics & Science (75%)								
	Eisenhower Reading (7.5%)								
	Eisenhower Other Core Subjects (17.5%)								

* Department records indicate that this school did not participate in the Title VI program in 1997-98. An allocation for the school is not included in the district's total Title VI allocation. The Eisenhower allocations include prorated amounts to reflect equitable participation of nonpublic schools in the membership and Title I portions of the Eisenhower allocation formula. Allocations for gifted (section 57.3) are estimates.



PROMISSORY NOTE

For value received the undersigned, CROSSROADS ACADEMY (the Borrower) promises to pay to (the Lender) JCR & ASSOCIATES, Rochester Hills, in the State of Michigan, the sum of Fifty Thousand Dollars (\$50,000) which represents the principal amount of the loan of Fifty Thousand Dollars (\$50,000). The Borrower will repay the principal loan amount plus interest at the rate of nine percent (9%) before or on June 30, 1999. The interest will be calculated from August 1, 1998 through the date of repayment.

Effective Date of Note:

August 1, 1998

Lending amount:

\$50,000

Annual Rate of Interest:

9%

Due Date:

On or Before June 30, 1999

PAYMENT GUARANTEED BY:

Witnesses:

CROSSROADS ACADEMY

Greg Videtich

Greg Videtich, Treasurer
Board of Directors

Date: Nov 5, 1998

Date: _____

Date: _____

EXHIBIT A

SANITARY SEWER EASEMENT

THIS AGREEMENT made this 28 day of April, 1978,
by and between

Big Rapids Public Schools
207 Maple Street
Big Rapids, Michigan 49307

Party(ies) of the First Part, Grantor, and the City of Big Rapids, Michigan, Party of the
Second Part, Grantee,

WITNESSETH, that for and in consideration of the sum of ONE DOLLAR and 00/100
(\$1.00) and any additional consideration noted below, the Party(ies) of the First Part
do hereby convey and grant to the Party of the Second Part, its successors and assigns
forever, the easement and right from time to time hereafter to construct and install, use,
maintain, replace, increase or decrease the size of, and remove, a sanitary sewer line. The
easement during the period of construction is described as follows:
The centerline of said easement com at a pt 23 ft \pm N of SW cor Lot 2, Blk 11,
Sanford and Rust's Addition, Assessor's Plat No. 1, on the WL of said lot, th
ELY 72 Ft \pm to a Manhole, th NELY 457 ft \pm to another manhole, th NELY 70 ft
 \pm to a pt on the EL of Lot 14, Blk 11 Sanford and Rust's Addition, Assessor's
Plat No. 1, 16 ft \pm S of NE cor Lot 14. The easement is to be 40 ft wide, 20 ft
on either side of centerline. Said easement is to be located on property as
described in Assessment Roll No. 15-226-001 & 002.
After construction is completed, the permanent easement is described as follows:

Said easement to be 20 ft wide, 10 ft on either side of centerline as
described above.

The grant of easement also includes the right of ingress and egress for all purposes
incident to such easement; it being expressly understood that no building or other structures
will be placed over such line without the written consent of the Grantee and the non-use
or a limited use of this easement by Grantee shall not prevent Grantee from later making
use of the easement to the full extent herein authorized. The Grantee specifically agrees
to leave the site in as good condition as it is found. Grantee further agrees to return
the area as near as possible to the condition in which it is found upon any necessary
repair or removal and the Grantee further agrees to pay for any damages it does to Grantors'
property, corps, trees, buildings or fences in its exercise of its rights herein, and except
for catchbasins and necessary manholes, to bury and maintain all sanitary sewer lines to
a depth as not to interfere with the cultivation of the land.

A. CONT

It is expressly understood that the easements and rights herein granted may be assigned by Grantee to its successor in interest. It is also understood that this Agreement constitutes the entire terms and conditions of the party hereto.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this date aforementioned.

Signed, Sealed and Delivered in the presence of:

Roselyn Hopper

Howard C. Perron

Roselyn Hopper

Gerry L. Blasko X

STATE OF MICHIGAN)

COUNTY OF Mecosta)

ss

On this 28th day of April, 1978, before me, a Notary Public,

in and for said County, appeared

Howard C. Perron and

Gerry L. Blasko and Roselyn Hopper

to me known to be the same person(s) described in, and who have executed the within Instrument, and who have acknowledged the same to be their free act and deed.

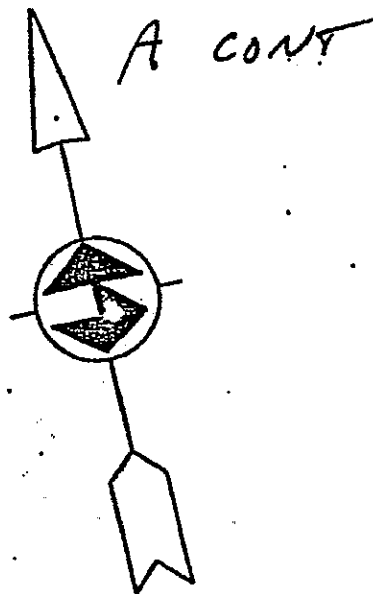
ELLA R. GAHRS

Notary Public, Mecosta County,
Michigan

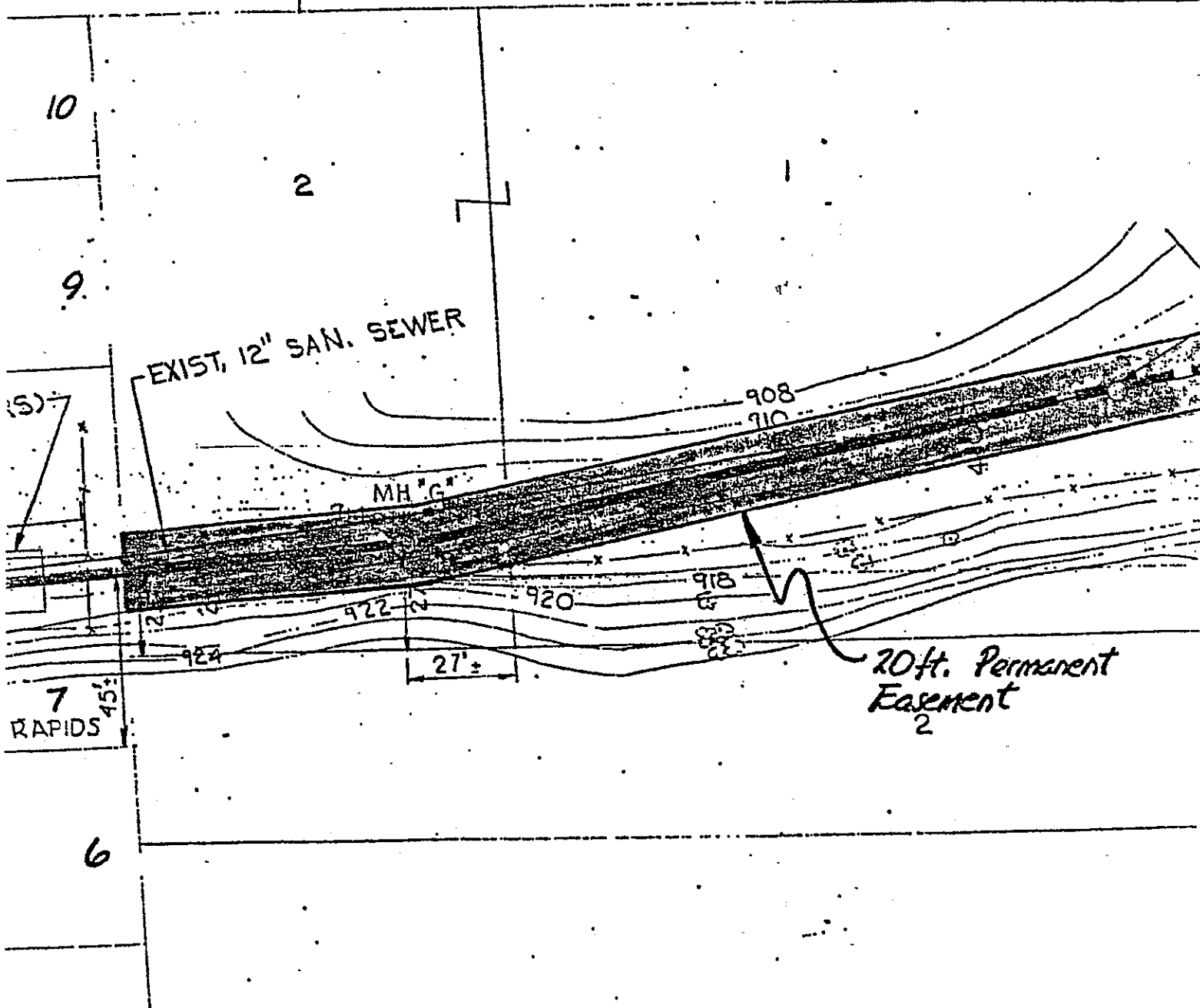
My Commission Expires: Oct. 3, 1981

ELLA R. GAHRS

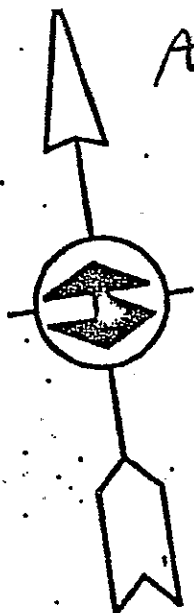
Notary Public, Mecosta County, Mich.
My Commission Expires Oct. 3, 1981



74



A CONT



VACATED

85

90' ±
61' ±

908

BIG RAPIDS PUBLIC SCHOOLS



910

20 ft. Permanent Easement

BLEACHERS

MH 204B

14

PROP. 12" SAN. SEWER



A CONT

SANITARY SEWER EASEMENT

THIS AGREEMENT made this 25th day of April, 1978,
by, and between

Big Rapids Public Schools
207 Maple Street
Big Rapids, Michigan 49307

Party(ies) of the First Part, Grantor, and the City of Big Rapids, Michigan, Party of the
Second Part, Grantee,

WITNESSETH, that for and in consideration of the sum of ONE DOLLAR and 00/100
(\$1.00) and any additional consideration noted below, the Party(ies) of the First Part
do hereby convey and grant to the Party of the Second Part, its successors and assigns
forever, the easement and right from time to time hereafter to construct and install, use,
maintain, replace, increase or decrease the size of, and remove, a sanitary sewer line. The
easement during the period of construction is described as follows: The centerline
of sd easement com at a pt .90 ft \pm E of SW cor Blk 85, Warren and Bronson's
Sub, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 10. on the SL of sd Blk, th NELY 340. ft \pm to a manhole on
the EL of vacated Marion Avenue 140. ft. \pm N of SW cor Lot 96, Warren and
Bronson's Sub, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 10. The easement is to be 40 ft. wide, 20 ft
on either side of centerline. Said easement to be located on property as
described in Assessment Roll # 10-499-001.

After construction is completed, the permanent easement is described as follows:
Said easement to be 20 ft wide, 10 ft on either side of centerline as described
above.

The grant of easement also includes the right of ingress and egress for all purposes
incident to such easement; it being expressly understood that no building or other structures
will be placed over such line without the written consent of the Grantee and the non-use
or a limited use of this easement by Grantee shall not prevent Grantee from later making
use of the easement to the full extent herein authorized. The Grantee specifically agrees
to leave the site in as good condition as it is found. Grantee further agrees to return
the area as near as possible to the condition in which it is found upon any necessary
repair or removal and the Grantee further agrees to pay for any damages it does to Grantors'
property, corps, trees, buildings or fences in its exercise of its rights herein, and except
for catchbasins and necessary manholes, to bury and maintain all sanitary sewer lines to
a depth as not to interfere with the cultivation of the land.

A. CONT.

It is expressly understood that the easements and rights herein granted may be assigned by Grantee to its successor in interest. It is also understood that this Agreement constitutes the entire terms and conditions of the party hereto.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this date aforementioned.

Signed, Sealed and Delivered in the presence of:

Larry F. Staffen Howard C. Perron
Larry F. Staffen Larry L. Blasko

STATE OF MICHIGAN)

COUNTY OF Mecosta)

ss

On this 25th day of April, 1978, before me, a Notary Public,

in and for said County, appeared Larry F. Staffen, Howard C.
Perron, Larry L. Blasko

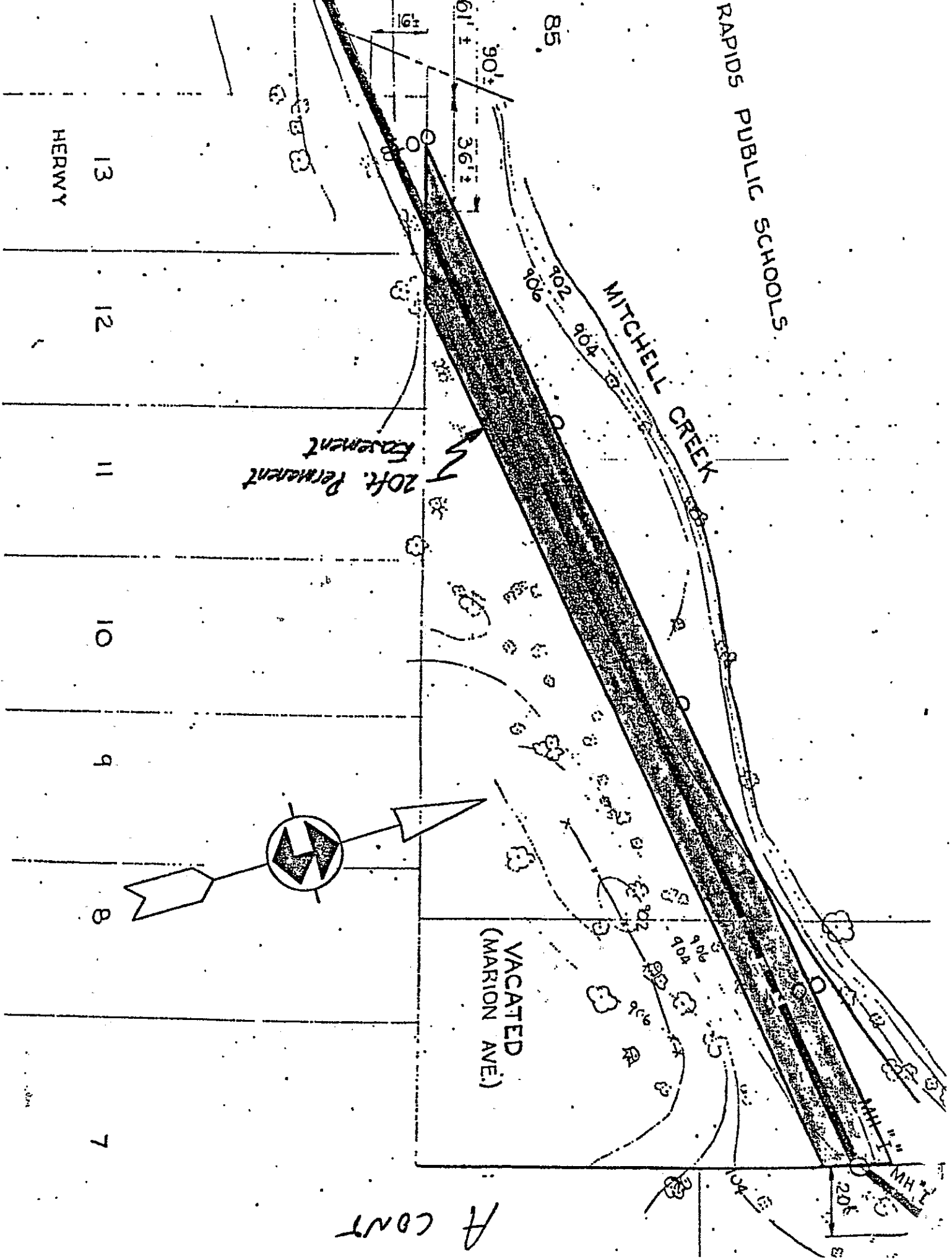
to me known to be the same person(s) described in, and who have executed the within instrument, and who have acknowledged the same to be their free act and deed.

Ellen R. Gahrs

Notary Public, Mecosta County,
Michigan

My Commission Expires: Oct. 3, 1981

A CONT



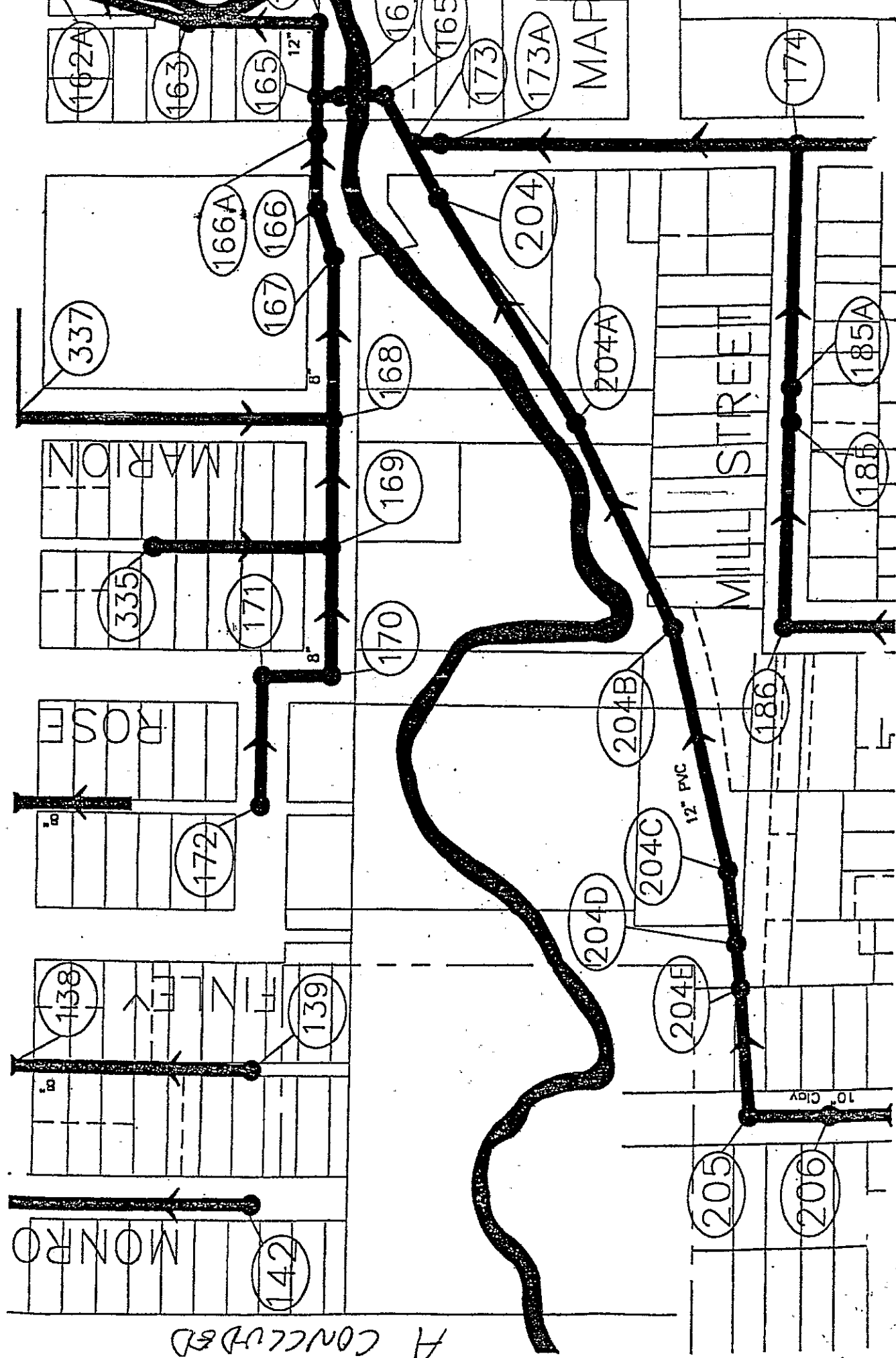
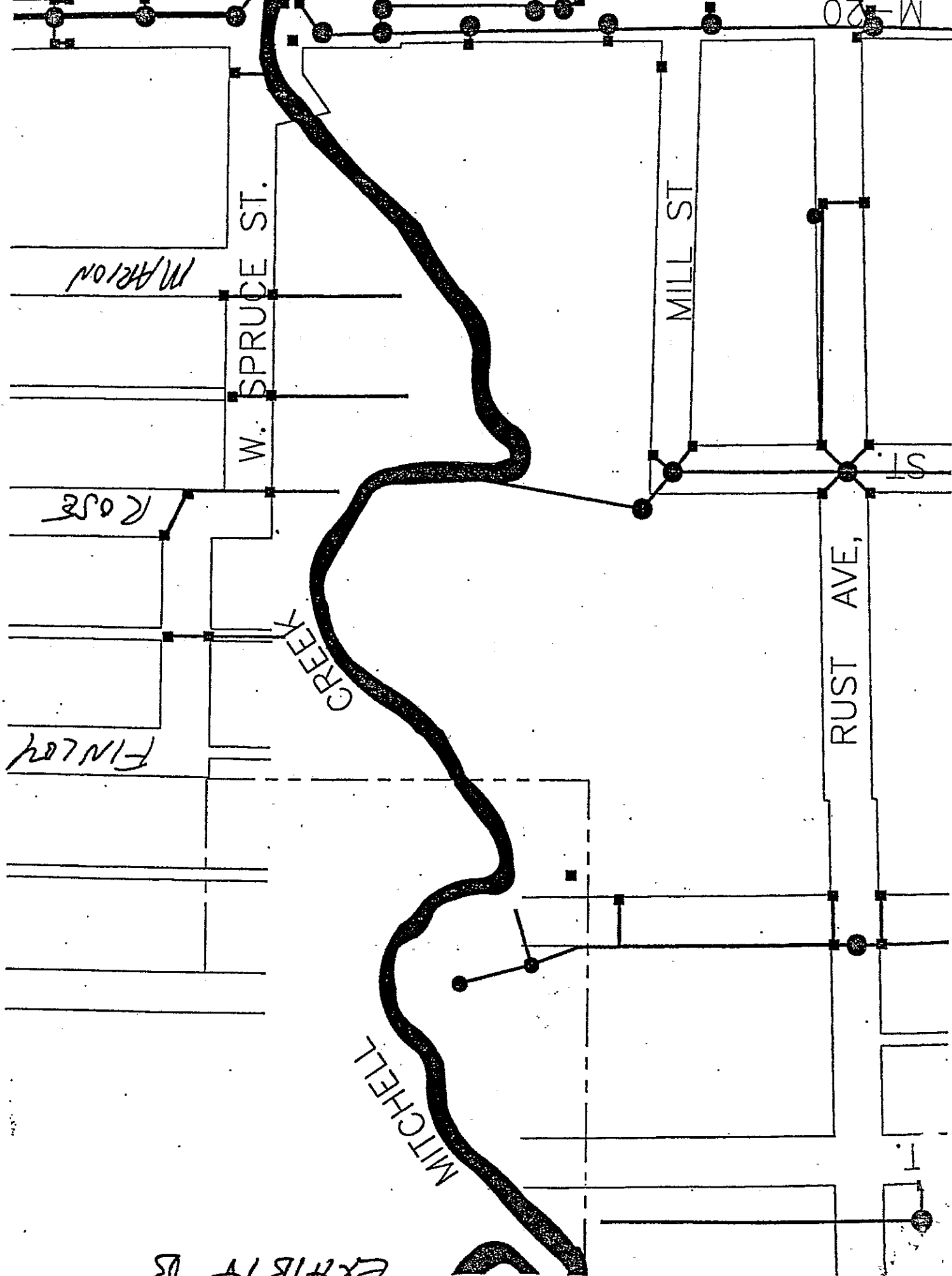


EXHIBIT B



PROMISSORY NOTE

Name: CROSSROADS CHARTER ACADEMY Address: 215 N. STATE STREET Loan Number: _____
BIG RAPIDS MI 49307 Date: 6-1-98
\$ 450,000.00

I, undersigned (jointly and severally if more than one) for value received, promises to pay to the order of Chemical Bank CENTRAL of BIG RAPIDS, Michigan (the "Bank") the sum of FOUR HUNDRED FIFTY THOUSAND DOLLARS AND NO/100'S Dollars (\$ 450,000.00), together with interest thereon from the date hereof at the rate of:

1. ☒ 5.83 % per annum until this note is paid in full.
2. ☐ % the Prime Rate from time to time in effect on a daily basis (not to exceed 25% per annum, and in no event to be less than _____ % per annum), until this note is paid in full. Current rate on this note is _____ %.
3. ☐

The undersigned agrees to pay this note in full both principal and accrued interest: 4. ☐ on demand, or 5. ☒ on 6-1-2003, 19XX

The undersigned agrees to make payments on this note according to the following terms:

6. ☒ Other: 59 PAYMENTS OF \$3,756.15 PAYABLE MONTHLY BEGINNING 7-1-98 AND 1 FINAL on the same date of each 19 and continuing beginning 19 and continuing on the same day of each thereafter until note is due in full.
7. ☐ Interest payable _____, beginning _____, 19____, and continuing _____, 19____, and continuing on the same day of each thereafter until note is due in full.
8. ☐ In equal installments of \$ _____ each, beginning _____, 19____, and continuing on the same day of each thereafter until note is due in full.
9. ☒ If a payment is 15 days late, you will be charged a late charge equal to 5% of the late payment.

The term Prime Rate refers to the prime rate published from time to time in the Wall Street Journal. The Prime Rate under this note will change whenever the Wall Street Journal prime rate changes, except as otherwise indicated in box 3 above. All prepayments and installments will be applied first to interest due, then on principal. No prepayment shall reduce the amount of, or extend the due date of, any fixed installment required to be paid hereunder.

10. ☐ This note is unsecured.
11. ☒ This note is secured by the security agreement below.
12. ☐ This note is secured by a separate security agreement dated _____ signed by the debtor granting a security interest in the collateral described therein, including but not limited to, _____
13. ☐

Protest, presentment, demand, dishonor, notice of dishonor, and extension of time for payment are expressly waived by all who become parties to this note, and any such party assents to any indulgence and to any substitution, exchange or release of any collateral.

THIS NOTE IS SUBJECT TO THE FURTHER TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS FORM.

DEBTOR: CROSSROADS CHARTER ACADEMY

DAVID G. ENGELS, PRESIDENT

GREGORY VIDETICH, TREASURER

☐ N ☐ R ☐ KNL ☐ TL ☐ FRB Class PURCHASE BUILDING Tel # _____
Approval _____ TIN # _____
Purpose of Loan _____

SECURITY AGREEMENT

For value received, the undersigned Debtor hereby grants the Bank a security interest in the following described collateral, (the "collateral"), together with all proceeds and products therefrom.

14. ☐ all collateral at any time securing other loans from the Bank to the undersigned.
15. ☐ all machinery, equipment, furniture and fixtures now owned or hereafter acquired, together with all attachments, accessories, parts and tools belonging thereto or for use in connection therewith.
16. ☐ all inventory, raw materials, work in process and supplies now owned or hereafter acquired.
17. ☐ all passenger and commercial motor vehicles now owned or hereafter acquired.
18. ☐ all accounts, accounts receivable and general intangibles now existing or hereafter arising.
19. ☐ all livestock and poultry now owned or hereafter acquired.
20. ☐ all crops now or hereafter planted, growing or grown.
21. ☒ Other: REAL ESTATE MORTGAGE DATED 6-1-98 ON PROPERTY LOCATED AT 215 N. STATE STREET, BIG RAPIDS, MICHIGAN, 49307.

22. ☐ See attached Exhibit A for a further description of certain of the above collateral.

23. ☐ See attached Exhibit B for a legal description of the real property upon which certain of the above collateral is located. The Fee owner of such real property is _____

THIS SECURITY AGREEMENT IS SUBJECT TO THE FURTHER TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM.

DEBTOR: CROSSROADS CHARTER ACADEMY

ate: 5-1-98
DAVID G. ENGELS, PRESIDENT
GREGORY VIDETICH, TREASURER

CHEMICAL BANK CENTRAL

Date: 6-1-98
KNL

BUSINESS PURPOSE AFFIDAVIT (non-corporate borrowers)

The undersigned, in applying for the loan represented by the above promissory note, hereby certifies to the Bank that he is engaged in the following type of business: SCHOOL

and that the proceeds of the loan will be used in such business for the following purpose and no other: PURCHASE BUILDING

Date: 6-1-98
DAVID G. ENGELS, PRESIDENT

GREGORY VIDETICH, TREASURER
Subscribed and sworn to before me this 1 day of JUNE, 1998

Notary Public KARI W. CINEBAUGH
MECOSTA County, Michigan
My commission expires: 7-11-98

GUARANTY

For value received, the undersigned, jointly and severally, endorse, guaranty and promise to pay as therein provided the above promissory note and all expenses of collection, including attorney's fees, whether of this guaranty or of the promissory note hereby guaranteed. Before, at or after maturity, with or without notice and without affecting liability hereunder, the holder of the promissory note (a) may present from time to time to any creditor in the State of interest in the acceptance of any security of any kind for the obligation hereby guaranteed; (b) may release, surrender or alter the nature of any security of the extension from time to time of any payment, whether principal or interest, hereby guaranteed; (c) may apply any payment in such manner as such creditor elects; and (d) may deal as aforesaid or in any other manner whatever with any maker, endorser or guarantor of the promissory note hereby guaranteed, I waive for myself and for all others (a) presentment, demand, protest, and notice of protest, (b) diligence in collecting the promissory note and (c) all right to require the holder to proceed against the maker or against any other person or to apply any security it holds or to pursue any other remedy.

24. ☐ This guaranty is unsecured. A REAL ESTATE MORTGAGE

25. ☒ This guaranty is secured by DATED 6-1-98
SEE ATTACHED EXHIBIT C FOR SECURITY DESCRIPTION.

Date: 6-1-98
ROBERT I. TILLY
MARY E. TILLY

Name: CROSSROAD CHARTER ACADEMY Address: 215 N. STATE STREET Loan Number: _____
BIG RAPIDS MI 49307 Date: 6-1-98
 \$ 450,000.00

undersigned (jointly and severally if more than one) for value received, promises to pay to the order of Chemical Bank CENTRAL of G RAPIDS, Michigan (the "Bank") the sum of FOUR HUNDRED FIFTY THOUSAND DOLLARS AND NO/100'S***** Dollars (\$ 450,000.00), together with interest thereon from the date hereof at the rate of: _____

1. ☒ 5.83 % per annum until this note is paid in full.

2. ☐ _____ % _____ the Prime Rate from time to time in effect on a daily basis (not to exceed 25% per annum, and in no event to be less than _____ % per annum), until this note is paid in full. Current rate on this note is _____ %.

3. ☐ _____

3. ☐ _____
The undersigned agrees to pay this note in full both principal and accrued interest: 4. ☐ on demand, or 5. ☒ on 6-1-2003, is xxx

The undersigned agrees to make payments on this note according to the following terms:

6. ☒ Other: 59 PAYMENTS OF \$3,756.15 PAYABLE MONTHLY BEGINNING 7-1-98 AND 1 FINAL PAYMENT DUE 6-1-03 OF \$344,814. ☐ Interest payable _____, beginning _____, 19____, and continuing _____ on the same date of each _____ thereafter until note is due in full.

9. ☒ If a payment is 15 days late, you will be charged a late charge equal to 5% of the late payment.

9. ☒ If a payment is 15 days late, you will be charged a late charge equal to 6% of the late payment.

The term Prime Rate refers to the prime rate published from time to time in the Wall Street Journal. The Prime Rate under this note will change whenever the Wall Street Journal prime rate changes, except as otherwise indicated in box 3 above. All prepayments and installments will be applied first to interest due, then on principal. No prepayment shall reduce the amount of, or extend the due date of, any fixed installment required to be paid hereunder.

10. ☐ This note is unsecured.

11. ☒ This note is secured by the security agreement below.

11. ☒ This note is secured by the security agreement below.

12. ☐ This note is secured by a separate security agreement dated _____ signed by the debtor granting a security interest in the collateral described therein, including but not limited to, _____

13. ☐

Protest, presentment, demand, dishonor, notice of dishonor, and extension of time for payment are expressly waived by all who become parties to this note, and any such party assents to any indulgence and to any substitution, exchange or release of any collateral.

THIS NOTE IS SUBJECT TO THE FURTHER TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS FORM.

DEBTOR: CROSSROADS CHARTER ACADEMY

DAVID G. ENGELS, PRESIDENT

GREGORY WIDETICH, TREASURER

IN ☐ R

KWL		
Approval	TL	FBI Class

PURCHASE BUILDING Tel #
Purpose of Loan TIN #

BUSINESS PURPOSE AFFIDAVIT
(non-corporate borrowers)

For value received, the undersigned Debtor hereby grants the Bank a security interest in the following described collateral, (the "collateral"), together with all proceeds and products therefrom.

The undersigned, in applying for the loan represented by the above promissory note, hereby certifies to the Bank that he is engaged in the following type of business: SCHOOL

14. ☐ all collateral at any time securing other loans from the Bank to the undersigned;¹

and that the proceeds of the loan will be used in such business for the following purpose and no other: PURCHASE BUILDING

15. ☐ all machinery, equipment, furniture and fixtures now owned or hereafter acquired, together with all attachments, accessories, parts and tools belonging thereto or for use in connection therewith.

Date: 6-1-98

16. ☐ all inventory, raw materials, work in process and supplies now owned or hereafter acquired.

DAVID G. ENGELS, PRESIDENT
GREGORY VIDEITCH, TREASURER

17. ☐ all passenger and commercial motor vehicles now owned or hereafter acquired.

Subscribed and sworn to before me this 15th day of June 19 98.
[Signature]

18. ☐ all accounts, accounts receivable and general intangibles now existing or hereafter arising.

19. ☐ all livestock and poultry now owned or hereafter acquired.

20. ☐ all crops now or hereafter planted, growing or grown.

21. ☒ Other REAL ESTATE MORTGAGE DATED

21. ☒ Other ON PROPERTY LOCATED AS 215 N. STATE STREET, BIG RAPIDS, MICHIGAN, 49307.

22. ☐ See attached Exhibit A for a further description of certain of the above collateral.

23. ☐ See attached Exhibit B for a legal description of the real property upon which certain of the above collateral is located. The Fee owner of such real property is _____

THIS SECURITY AGREEMENT IS SUBJECT TO THE FURTHER TERMS AND
CONDITIONS ON THE REVERSE SIDE OF THIS FORM.

DEBTOR CROSSROADS CHARTER ACADEMY

DATE: 5-1-98
DAVID G. ENGELS, PRESIDENT
GREGORY VIDETICH, TREASURER

CHEMICAL BANK CENTRAL

Date: 6-1-98 110-

For value received, the undersigned, jointly and severally, endorse, guaranty and promise to pay as therein provided the above promissory note and all expenses of collection, including attorney's fees, whether of this guaranty or of the promissory note hereby guaranteed. Before, at or after maturity, with or without notice and without affecting liability hereunder, the holder of the promissory note (a) may consent from time to time to any change in the rate of interest, to the acceptance of any security of any kind for the obligation hereby guaranteed, to the release, surrender or alteration of any security or of the extension from time to time of any payment, whether principal or interest, hereby guaranteed, (b) may apply any payment in such manner as such holder elects and (c) may deal as aforesaid upon any other manner whatever with any maker, endorser, or guarantor of the promissory note hereby guaranteed. I waive for myself and for all others (a) presentment, demand, protest, and notice of protest, (b) diligence in collecting the promissory note and (c) all right to require the holder to proceed against the maker or against any other person or to apply any security it holds or to pursue any other remedy.

24. ☐ This guaranty is unsecured.

25. ☒ This guaranty is secured by CATERPILLAR

SEE ATTACHED EXHIBIT C FOR SECURITY DESCRIPTION.

Date: 6-1-98 ROBERT L. TIERCE

A. Settlement Statement

U.S. Department of Housing
and Urban Development



OMB No. 2502-0265

Type of Loan		6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
<input type="checkbox"/> FHA 2.	<input type="checkbox"/> FmHA 3.	<input type="checkbox"/> Conv. Unins.		
<input type="checkbox"/> VA 5.	<input type="checkbox"/> Conv. Ins.			

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
CROSSROADS CHARTER ACADEMY 215 N. STATE BIG RAPIDS, MI 49307	BIG RAPIDS PUBLIC SCHOOLS 21034 15 MILE RD BIG RAPIDS, MI 49307	CHEMICAL BANK CENTRAL 125 N. MICHIGAN AVE BIG RAPIDS, MI 49307

G. Property Location	H. Settlement Agent	I. Settlement Date
215 N. STATE BIG RAPIDS, MI 49307	Place of Settlement CHEMICAL BANK CENTRAL 125 N. MICHIGAN AVE BIG RAPIDS, MI 49307	6/1/98

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	380,000.00	401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,896.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
1. Gross Amount Due From Borrower	381,896.00	420. Gross Amount Due To Seller	
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions in Amount Due To Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	450,000.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	450,000.00	520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	381,896.00	601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	(450,000.00)	602. Less reductions in amt. due seller (line 520)	()
303. Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	68,104.00	603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller	

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT
PAGE 2

Settlement Charges				Paid From Borrowers Funds at Settlement	Paid From Seller's Funds at Settlement
D. Total Sales/Broker's Commission based on price \$ 380,000.00 @ 7.00 % = 26,600.00					
Division of Commission (line 700) as follows:					
1. \$	to	<i>Century 21 Forward</i>			
702. \$	to	<i>Conda Garner</i>			
703. Commission paid at Settlement					
704.					
800. Items Payable in Connection With Loan					
801. Loan Origination Fee	%				
802. Loan Discount	%				
803. Appraisal Fee	to	BIG BEAR	825.00		
804. Credit Report	to				
805. Lender's Inspection Fee					
806. Mortgage Insurance Application Fee to					
807. Assumption Fee /					
808.					
809.					
810.					
811.					
900. Items Required By Lender To Be Paid In Advance					
901. Interest from	to	@ \$	/day		
902. Mortgage Insurance Premium for			months to		
903. Hazard Insurance Premium for			years to		
904.			years to		
905.					
1000. Reserves Deposited With Lender					
1001. Hazard Insurance	months@ \$		per month		
1002. Mortgage Insurance	months@ \$		per month		
1003. City property taxes	months@ \$		per month		
1004. County property taxes	months@ \$		per month		
1005. Annual assessments	months@ \$		per month		
1006.	months@ \$		per month		
1007.	months@ \$		per month		
1008.	months@ \$		per month		
E. Title Charges					
1101. Settlement or closing fee	to				
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title Insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's fees	to	LOBERT & DOWNEY	275.00		
(Includes above items numbers:)					
1108. Title Insurance	to				
(Includes above items numbers:)					
1109. Lender's coverage	\$		735.00		
1110. Owner's coverage	\$				
1111.					
1112.					
1113.					
1200. Government Recording and Transfer Charges					
1201. Recording fees: Deed \$	9.00	Mortgage \$	43.00	Releases \$	52.00
1202. City/county tax/stamps: Deed \$		Mortgage \$			
1203. State tax/stamps: Deed \$		Mortgage \$			
1204. GUARANTEE	9.00			9.00	
1205.					
1300. Additional Settlement Charges					
1301. Survey	to				
1302. Pest inspection to					
1303.					
1304.					
1305.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				1,896.00	

PROMISSORY NOTE

Name: CROSSROADS CHARTER ACADEMY Address: 215 N. STATE STREET Loan Number: _____
BIG RAPIDS MI 49307 Date: 6-1-98
\$ 450,000.00

undersigned (jointly and severally if more than one) for value received, promises to pay to the order of Chemical Bank CENTRAL of G RAPIDS, Michigan (the "Bank") the sum of FOUR HUNDRED FIFTY THOUSAND DOLLARS AND NO/100'S Dollars (\$ 450,000.00), together with interest thereon from the date hereof at the rate of:

1. ☒ 5.83 % per annum until this note is paid in full.
 2. ☐ % the Prime Rate from time to time in effect on a daily basis (not to exceed 25% per annum, and in no event to be less than % per annum), until this note is paid in full. Current rate on this note is %.
 3. ☐

The undersigned agrees to pay this note in full both principal and accrued interest: 4. ☐ on demand, or 5. ☒ on 6-1-2003, 19XX

The undersigned agrees to make payments on this note according to the following terms:

6. ☒ Other: 59 PAYMENTS OF \$3,756.15 PAYABLE MONTHLY BEGINNING 7-1-98 AND 1 FINAL on the same date of each PAYMENT DUE 6-1-03 OF \$344,814 thereafter until note is due in full.
 7. ☐ interest payable _____, beginning _____, 19____, and continuing _____, beginning _____, 19____, and continuing on the same day of each thereafter until note is due in full.
 8. ☐ In equal installments of \$ _____ each, beginning _____, 19____, and continuing on the same day of each thereafter until note is due in full.

9. ☒ If a payment is 15 days late, you will be charged a late charge equal to 5% of the late payment.

The term Prime Rate refers to the prime rate published from time to time in the Wall Street Journal. The Prime Rate under this note will change whenever the Wall Street Journal prime rate changes, except as otherwise indicated in box 3 above. All prepayments and installments will be applied first to interest due, then on principal. No prepayment shall reduce the amount of, or extend the due date of, any fixed installment required to be paid hereunder.

10. ☐ This note is unsecured.
 11. ☒ This note is secured by the security agreement below.
 12. ☐ This note is secured by a separate security agreement dated _____ signed by the debtor granting a security interest in the collateral described therein, including but not limited to, _____
 13. ☐

Protest, presentment, demand, dishonor, notice of dishonor, and extension of time for payment are expressly waived by all who become parties to this note, and any such party assents to any indulgence and to any substitution, exchange or release of any collateral.

THIS NOTE IS SUBJECT TO THE FURTHER TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS FORM.

DEBTOR: CROSSROADS CHARTER ACADEMY

DAVID G. ENGELS, PRESIDENT

GREGORY VIDETICH, TREASURER

N ☐ R

KWL
Approval

TL

FRB Class

PURCHASE BUILDING

Purpose of Loan

Tel #

TIN #

SECURITY AGREEMENT

For value received, the undersigned Debtor hereby grants the Bank a security interest in the following described collateral, (the "collateral"), together with all proceeds and products therefrom.

14. ☐ all collateral at any time securing other loans from the Bank to the undersigned.
 15. ☐ all machinery, equipment, furniture and fixtures now owned or hereafter acquired, together with all attachments, accessories, parts and tools belonging thereto or for use in connection therewith.
 16. ☐ all inventory, raw materials, work in process and supplies now owned or hereafter acquired.
 17. ☐ all passenger and commercial motor vehicles now owned or hereafter acquired.
 18. ☐ all accounts, accounts receivable and general intangibles now existing or hereafter arising.
 19. ☐ all livestock and poultry now owned or hereafter acquired.
 20. ☐ all crops now or hereafter planted, growing or grown.
 21. ☒ Other: REAL ESTATE MORTGAGE DATED 6-1-98 ON PROPERTY LOCATED AS 215 N. STATE STREET, BIG RAPIDS, MICHIGAN, 49307.

22. ☐ See attached Exhibit A for a further description of certain of the above collateral.

23. ☐ See attached Exhibit B for a legal description of the real property upon which certain of the above collateral is located. The Fee owner of such real property is _____

THIS SECURITY AGREEMENT IS SUBJECT TO THE FURTHER TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM.

DEBTOR CROSSROADS CHARTER ACADEMY

Site: 6-1-98

DAVID G. ENGELS, PRESIDENT

GREGORY VIDETICH, TREASURER

CHEMICAL BANK CENTRAL

Date: 6-1-98

BUSINESS PURPOSE AFFIDAVIT (non-corporate borrowers)

The undersigned, in applying for the loan represented by the above promissory note, hereby certifies to the Bank that he is engaged in the following type of business: SCHOOL

and that the proceeds of the loan will be used in such business for the following purpose and no other: PURCHASE BUILDING

Date: 6-1-98

DAVID G. ENGELS, PRESIDENT

GREGORY VIDETICH, TREASURER

Subscribed and sworn to before me this 1 day of JUNE, 1998

Notary Public KARL W. LINEBAUGH

MECOSTA County, Michigan

My commission expires: 7-11-98

GUARANTY

For value received, the undersigned, jointly and severally, endorse, guaranty and promise to pay as therein provided the above promissory note and all expenses of collection, including attorney's fees, whether of this guaranty or of the promissory note hereby guaranteed. Before, at or after maturity, with or without notice and without affecting liability hereunder, the holder of the promissory note (a) may consent to the extension of time to any change in the rate of interest or the acceptance of any security of any kind for the obligation hereby guaranteed, to the release, substitution or alteration of any security of the extension from time to time of any payment, whether principal or interest, hereby guaranteed; (b) may apply any payment in such manner as such holder elects and (c) may act as aforesaid or in any other manner whatsoever with any maker, endorser or guarantor of the promissory note hereby guaranteed. I waive for myself and for all others (a) presentment, demand, protest, and notice of protest, (b) diligence in collecting the promissory note and (c) all right to require the holder to proceed against the maker or against any other person or to apply any security it holds or to pursue any other remedy.

24. ☐ This guaranty is unsecured.

A REAL ESTATE MORTGAGE

25. ☒ This guaranty is secured by DATED 6-1-98

SEE ATTACHED EXHIBIT C FOR SECURITY DESCRIPTION.

Date: 6-1-98

ROBERT I. TIER

WALTER C. TIER

GUARANTEE AGREEMENT

Now Comes Crossroads Charter Academy, a Michigan non-profit Corporation, with offices located at 215 N. State Street, Big Rapids, Michigan 49307 (Crossroads); and, Robert Tiel and Mary Tiel, husband and wife of 16721 220th Avenue, Big Rapids, Michigan 49307 as Guarantor, and hereby enter into the following agreement:

RECITAL

A. Crossroads Charter Academy, a Michigan non-profit Corporation desires to purchase certain realty within the City of Big Rapids and has entered into a Purchase Agreement with the Big Rapids Public Schools for the purchase of said property with improvements thereon as specifically described as follows:

Block 63 of Warren and Bronson's Subdivision of
South ¼ of Southeast ¼ of Section 10, Township 15
North, Range 10 West, City of Big Rapids, Mecosta
County, Michigan.

B. That Chemical Bank Central, a Michigan banking corporation with offices located at 125 N. Michigan Avenue, Big Rapids, Michigan 49307 has agreed to extend funds in the sum of \$450,000.00 for the purchase of the above described lands and to facilitate the refurbishing of the building located thereon.

C. That Robert Tiel and Mary Tiel, husband and wife, have agreed to personally guarantee the repayment of the mortgaged funds to Chemical Bank Central in the event of a default by Crossroads Charter Academy.

D. That Robert and Mary Tiel desire to enter into an agreement with Crossroads Charter Academy to secure their position as a Guarantor of the loan and the sums owing to Chemical Bank Central.

NOW THEREFORE, the parties enter into the following agreement:

1. Robert Tiel and Mary Tiel, husband and wife, shall executed a personal guarantee, insuring that the funds owing by Crossroads Charter Academy, which are evidenced by a Promissory Note and Mortgage executed the 1ST day of JUNE, 1998 shall be personally guaranteed.
2. Crossroads Charter Academy hereby covenants and agrees that in the event Robert and/or Mary Tiel shall be ever called upon to make payment of any sums owing from Crossroads Charter Academy to Chemical Bank Central, or it's Assigns, that Crossroads Charter Academy will surrender it's interest as titleholder, and shall convey to Robert and/or Mary Tiel the above described lands, free and clear of any and all indebtedness other than the indebtedness which will be evidenced by Promissory Note and Mortgage executed the 1ST day of JUNE 1998.
3. That Crossroads Charter Academy and Robert and Mary Tiel hereby agree that evidence of this agreement shall be executed by both parties, and recorded in the records of the Mecosta County Register of Deeds giving notice of the right of Robert and Mary Tiel to cure any default and be entitled to a conveyance of the realty as a result thereof.
4. That Crossroads Charter Academy and Robert and Mary Tiel further agree that such conveyance of the realty in the event of default shall be made within 30 days of the date that the Tiel's are notified that they must make payment as a result of the default of Crossroads Charter Academy, and such conveyance will be made without further demand or additional notice from Robert and Mary Tiel to Crossroads Charter Academy.
5. That Crossroads Charter Academy further agrees to convey all right, title and interest in and to the property in the event of the default and the requirement of the payment by Robert and Mary Tiel without rebate, or without claim as to money already paid to Chemical Bank Central by Crossroads Charter Academy. In addition thereto, any and all additional costs, expenses and actual reasonable attorney fees shall be payable by that party causing or creating the default.

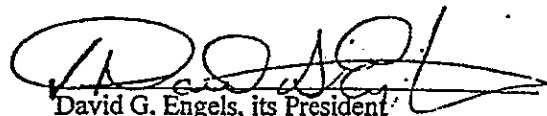
Dated this 1ST day of JUNE, 1998

Witnesses:


KARL W. LINEBAUGH


MELISSA EICHLER

Signed for Crossroads Charter Academy

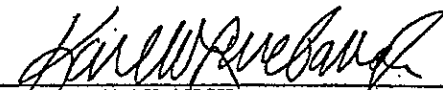

David G. Engels, its President


Gregory Videtich, its Treasurer

STATE OF MICHIGAN
COUNTY OF MECOSTA

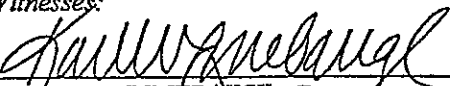
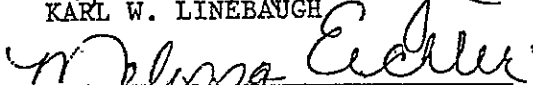
The above instrument was acknowledged before me on the 1ST day of JUNE, 1998 by Crossroads Charter Academy by David G. Engels, President and Gregory Videtich, Treasurer.

My Commission Expires:
7-11-98

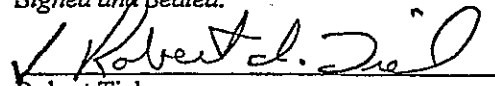

KARL W. LINEBAUGH Notary Public
Mecosta County, Michigan

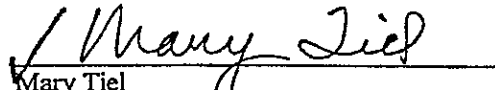
Dated this 1ST day of JUNE, 1998

Witnesses:


KARL W. LINEBAUGH

MELISSA EICHLER

Signed and Sealed:



Robert Tiel


Mary Tiel

STATE OF MICHIGAN
COUNTY OF MECOSTA

The above instrument was acknowledged before me on the 1ST day of JUNE, 1998 by Robert Tiel and Mary Tiel

My Commission Expires:
7-11-98


KARL W. LINEBAUGH Notary Public
Mecosta County, Michigan

Drafted By:
Shawn Downey
119 S. Michigan Ave.
Big Rapids, MI 49307
616-796-7609

Crossroads Guarantee Agreement

200000000581
Filed for Record in
MECOSTA COUNTY, MICHIGAN
JOANNE BROWN
On 02-25-2000 At 02:26:04 pm.
MEM LAND CO 11.00
OR Liber 632 Page 1608 - 1609

200000000581
CROSSROADS CHARTER ACADEMY
215 N STATE
BIG RAPIDS, MI 49307

MEMORANDUM OF LAND CONTRACT

This Memorandum of Land Contract entered into this 23rd day of February, 2000 by and between: Big Rapids Public Schools, a Michigan general powers school district organized and operating under the provisions of the revised school code, MCLA 380.1 et seq., as amended (a.k.a. the following: The Public Schools of Big Rapids, Michigan; The Big Rapids Public Schools, a School District and a Municipal Corporation; The Public Schools of Big Rapids, Michigan; School District of the City of Big Rapids, Michigan, a Municipal Corporation; The Public Schools of the City of Big Rapids, Michigan; Big Rapids City School District of Big Rapids, Michigan; School District for the City of Big Rapids, Mecosta and Newaygo Counties, Michigan; Big Rapids Board of Education; Big Rapids Public Schools; The Public Schools of City of Big Rapids; Public Schools of Big Rapids, Michigan; and the School District of the City of Big Rapids, Michigan) of 21034 - 15 Mile Road, Big Rapids, MI 49307, hereinafter referred to as "Seller" and The Crossroads Charter Academy, a Michigan non-profit Corporation, of 215 N State Street, Big Rapids, MI 49307, hereinafter referred to as "Purchaser".

WITNESSETH:

The Purchaser and Seller have entered into a land contract of even date herewith and they desire to enter into this Memorandum of Land Contract to give record notice of the existence of the land contract.

In consideration of the premises and other good and valuable consideration, the Seller acknowledges and agrees that the property described below was sold to the Purchaser on land contract of even date:

Block 74 of the plat of Warren and Bronson's Subdivision of Southeast 1/4 of Southeast 1/4 of Section 10, T15N, R10W, City of Big Rapids, Mecosta County, Michigan, according to the recorded plat thereof; and proposed vacated Finley Street adjacent thereto.

and

Block 85 of the plat of Warren and Bronson's Subdivision of Southeast 1/4 of Southeast 1/4 of Section 10, T15N, R10W, City of Big Rapids, Mecosta County, Michigan, according to the recorded plat thereof; and vacated Rose Street adjacent thereto; and West 1/2 of vacated Marion Avenue adjacent thereto.

and

Commencing at the Northwest corner of Block 96 of Warren and Bronson's Subdivision of the Southeast 1/4 of Southeast 1/4 of Section 10, T15N, R10W, City of Big Rapids, Mecosta County, Michigan, thence East along the North line of said Block to where it intersects the Northwesterly boundary of the right of way, so-called, to the Pere Marquette Railway across said Block 96; thence Southwesterly along the Northwestern boundary of said right of way to the West side of said Block 96; thence North along the West side of said Block 96 to the place of beginning; and East 1/2 of vacated Marion Street adjacent thereto.

and

East 30 feet of Lots 9 and 10 of Block 3 of Hutchinson's Addition to the City of Big Rapids, Mecosta County, Michigan, according to the recorded plat thereof.

and

That part of Lot 14 of Block 1 of Assessor's Plat No. 1 of Sanborn and Rust's Addition to the City of Big Rapids, Mecosta County, Michigan, described as follows: Beginning at the Northwest corner of Lot 14 of Block 1 of Assessor's Plat of Sanborn and Rust's Addition to the City of Big Rapids, Michigan, thence S 86°56' E 150 feet, more or less, along the Section line or the North line of said Block 1 to the Northeast corner of said Lot 14; thence due South along the East line of said Lot 14, 62 1/2 feet; thence Southwesterly along the Southerly boundary of the abandoned Pere Marquette Railroad right of way to a point on the West line of said Lot 14, 113.2 feet South of the place of beginning; thence North to the point of beginning; excepting the Pere Marquette Railroad right of way.

and

The North 25 feet of the West 300 feet of Lot 2, Block 10 of Assessor's Plat No. 1 of Sanborn and Rust's Addition to the City of Big Rapids, Mecosta County, Michigan, according to the recorded plat thereof.

and

All that part of Block 11 of Assessor's Plat No. 1 of Sanborn and Rust's Addition to the City of Big Rapids, Mecosta County, Michigan, lying North of the Pere Marquette Railroad right of way;

and

The West 100 feet of that portion of Block 11 of Assessor's Plat of No. 1 of Sanborn and Rust's Addition to the City of Big Rapids, Mecosta County, Michigan, lying South of the Pere Marquette Railroad right of way.

and

A parcel of land commencing at the Southwest corner of vacated Finley Avenue adjacent to Block 74 of Warren and Bronson's Subdivision of SE 1/4 of SE 1/4 of Section 10, T15N, R10W, Michigan, thence West to a point 30 feet West of the Northeast corner of Lot 10, Block 3 of Hutchinson's Addition thence North to the South line of P.M. Brown's Third Addition; thence East to the West

line of said vacated Finley Avenue; thence South along said line to the point of beginning.

EXCEPT the westernmost boundary of the subject parcel along the existing fence line shall be determined via survey, at the expense of the City of Big Rapids, and the Legal Description thereof obtained shall control as the said westernmost boundary line when the deed is given in fulfillment thereof.

AND FURTHER EXCEPT the Seller, or its assigns, retains the right to use the above-described premises for sporting events, practices and recreational purposes, through December 31, 2002, in a manner and consistency substantially similar to the Seller's prior use made thereof, upon a reasonable notice to Purchaser. The Seller's right to use the premises shall be exclusive for the dates and times desired, shall include the right to all profits generated by said use, and shall further include the right to utilize any improvements and utilities incidental to the use made thereby. All of the uses made under the terms of this paragraph shall be free of charge, provided the Seller maintains the general liability insurance required under the terms of the subject land contract

Subject to and including any rights, reservations, restrictions, easements and rights of way of record or observable by visual inspection.


Said property being located in the City of Big Rapids, and in the Township of Big Rapids, Mecosta County, Michigan. The Seller granted to the Purchaser the right to make zero division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, when paid in full.

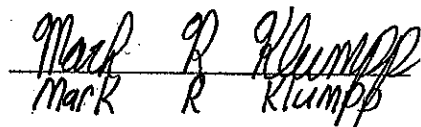
The purpose of this Memorandum of Land Contract is to give record notice of the existence of the aforesaid land contract.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Land Contract and have caused their hands and seals to be affixed hereto the date and year first above written.

Signed, sealed and delivered by the parties in duplicate the day and year first above written.

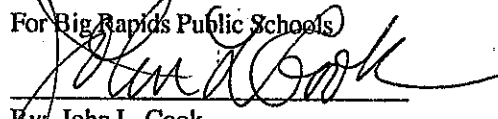
IN PRESENCE OF:

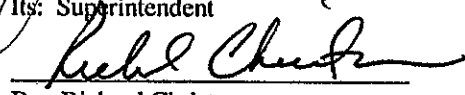

Steve Lobert


Mark R Klumpp

STATE OF MICHIGAN
COUNTY OF MECOSTA

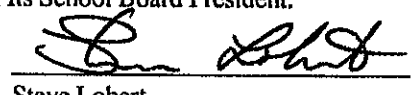
For Big Rapids Public Schools


By: John L. Cook
Its: Superintendent


By: Richard Christner
Its: School Board President

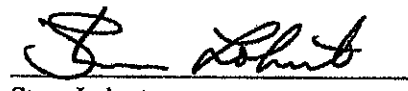
The foregoing instrument was acknowledged before me this 23rd day of February, 2000 For Big Rapids Public Schools, By John L. Cook, Its Superintendent and By Richard Christner, Its School Board President.

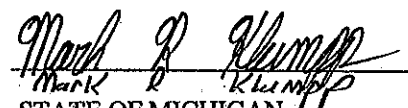
My commission expires
09-02-2001


Steve Lobert
Notary Public
Mecosta County, Michigan

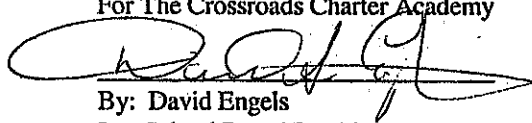
Signed, sealed and delivered by the parties in duplicate the day and year first above written.

IN PRESENCE OF:


Steve Lobert

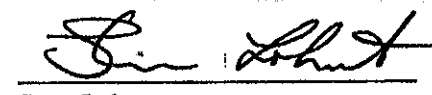

Mark R Klumpp
STATE OF MICHIGAN
COUNTY OF MECOSTA

For The Crossroads Charter Academy


By: David Engels
Its: School Board President

The foregoing instrument was acknowledged before me this 23rd day of February, 2000 for The Crossroads Charter Academy By David Engels, Its School Board President.

My commission expires
09-02-2001


Steve Lobert
Notary Public
Mecosta County, Michigan

Drafted Without Opinion
By: Steve Lobert
Attorney at Law
119 S. Michigan Avenue
Big Rapids, MI 49307
3556-99.mldk/sp

LAND CONTRACT

THIS CONTRACT, made this 23rd day of February, 2000, between Big Rapids Public Schools, a Michigan general powers school district organized and operating under the provisions of the revised school code, MCLA 380.1 et seq., as amended (a.k.a. the following: The Public Schools of Big Rapids, Michigan; The Big Rapids Public Schools, a School District and a Municipal Corporation; The Public Schools of Big Rapids, Michigan; School District of the City of Big Rapids, Michigan, a Municipal Corporation; The Public Schools of the City of Big Rapids, Michigan; Big Rapids City School District of Big Rapids, Michigan; School District for the City of Big Rapids, Mecosta and Newaygo Counties, Michigan; Big Rapids Board of Education; Big Rapids Public Schools; The Public Schools of City of Big Rapids; Public Schools of Big Rapids, Michigan; and the School District of the City of Big Rapids, Michigan)

hereinafter referred to as "Seller", whose address is 21034 – 15 Mile Road, Big Rapids, MI 49307

and The Crossroads Charter Academy, a Michigan non-profit Corporation

hereinafter referred to as "Purchaser", whose address is 215 N State Street, Big Rapids, MI 49307

WITNESSETH:

1. Seller Agrees:

a. To sell and convey to Purchaser land in the City of Big Rapids, and in the Township of Big Rapids, County of MECOSTA, Michigan, described as:

Block 74 of the plat of Warren and Bronson's Subdivision of Southeast 1/4 of Southeast 1/4 of Section 10, T15N, R10W, City of Big Rapids, Mecosta County, Michigan, according to the recorded plat thereof; and proposed vacated Finley Street adjacent thereto.

and

Block 85 of the plat of Warren and Bronson's Subdivision of Southeast 1/4 of Southeast 1/4 of Section 10, T15N, R10W, City of Big Rapids, Mecosta County, Michigan, according to the recorded plat thereof; and vacated Rose Street adjacent thereto; and West 1/2 of vacated Marion Avenue adjacent thereto.

and

Commencing at the Northwest corner of Block 96 of Warren and Bronson's Subdivision of the Southeast 1/4 of Southeast 1/4 of Section 10, T15N, R10W, City of Big Rapids, Mecosta County, Michigan, thence East along the North line of said Block to where it intersects the Northwestern boundary of the right of way, so-called, to the Pere Marquette Railway across said Block 96; thence Southwesterly along the Northwestern boundary of said right of way to the West side of said Block 96; thence North along the West side of said Block 96 to the place of beginning; and East 1/2 of vacated Marion Street adjacent thereto.

and

East 30 feet of Lots 9 and 10 of Block 3 of Hutchinson's Addition to the City of Big Rapids, Mecosta County, Michigan, according to the recorded plat thereof.

and

That part of Lot 14 of Block 1 of Assessor's Plat No. 1 of Sanborn and Rust's Addition to the City of Big Rapids, Mecosta County, Michigan, described as follows: Beginning at the Northwest corner of Lot 14 of Block 1 of Assessor's Plat of Sanborn and Rust's Addition to the City of Big Rapids, Michigan, thence S 86°56' E 150 feet, more or less, along the Section line or the North line of said Block 1 to the Northeast corner of said Lot 14; thence due South along the East line of said Lot 14, 62 1/2 feet; thence Southwesterly along the Southerly boundary of the abandoned Pere Marquette Railroad right of way to a point on the West line of said Lot 14, 113.2 feet South of the place of beginning; thence North to the point of beginning; excepting the Pere Marquette Railroad right of way.

and

The North 25 feet of the West 300 feet of Lot 2, Block 10 of Assessor's Plat No. 1 of Sanborn and Rust's Addition to the City of Big Rapids, Mecosta County, Michigan, according to the recorded plat thereof.

and

All that part of Block 11 of Assessor's Plat No. 1 of Sanborn and Rust's Addition to the City of Big Rapids, Mecosta County, Michigan, lying North of the Pere Marquette Railroad right of way;

and

The West 100 feet of that portion of Block 11 of Assessor's Plat of No. 1 of Sanborn and Rust's

Addition to the City of Big Rapids, Mecosta County, Michigan, lying South of the Pere Marquette Railroad right of way.

and

A parcel of land commencing at the Southwest corner of vacated Finley Avenue adjacent to Block 74 of Warren and Bronson's Subdivision of SE 1/4 of SE 1/4 of Section 10, T15N, R10W, Michigan, thence West to a point 30 feet West of the Northeast corner of Lot 10, Block 3 of Hutchinson's Addition thence North to the South line of P.M. Brown's Third Addition; thence East to the West line of said vacated Finley Avenue; thence South along said line to the point of beginning.

EXCEPT the westernmost boundary of the subject parcel along the existing fence line shall be determined via survey, at the expense of the City of Big Rapids, and the Legal Description thereof obtained shall control as the said westernmost boundary line when the deed is given in fulfillment thereof.

AND FURTHER EXCEPT the Seller, or its assigns, retains the right to use the above-described premises for sporting events, practices and recreational purposes, through December 31, 2002, in a manner and consistency substantially similar to the Seller's prior use made thereof, upon a reasonable notice to Purchaser. The Seller's right to use the premises shall be exclusive for the dates and times desired, shall include the right to all profits generated by said use, and shall further include the right to utilize any improvements and utilities incidental to the use made thereby. All of the uses made under the terms of this paragraph shall be free of charge, provided Seller maintains the general liability insurance required under Paragraph 3(l) herein.

Subject to and including any rights, reservations, restrictions, easements and rights of way of record or observable by visual inspection.

IF THE LAND BEING CONVEYED IS UNPLATTED, the following is deemed to be included: "The Seller grants to the Purchaser the right to make zero division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, when paid in full. Also, this property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act."

, hereinafter referred to as "the land", together with all tenements, hereditaments, improvements, and appurtenances, now on the land, including but not limited to any lighting and plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, TV antenna, now on the land.

b. That the full consideration for the sale of the land to Purchaser is Two Hundred Twenty Thousand and no/100 (\$220,000.00) dollars, of which the sum of One Hundred Ten Thousand and no/100 (\$110,000.00) dollars has been paid to Seller on delivery hereof, the receipt of which is hereby acknowledged, and the additional sum of One Hundred Ten Thousand and no/100 (\$110,000.00) dollars, is to be paid to Seller, without interest, on or before September 1, 2000.

c. To execute and deliver to Purchaser or his assigns, upon payment in full of all sums owing hereon, a good and sufficient warranty deed conveying title to the land, subject to above-mentioned restrictions and easements, but free from all other encumbrances, except such as may be herein set forth or shall have accrued or attached since the date hereof through the acts or omissions of persons other than Seller or his assigns.

2. Purchaser Agrees:

a. To purchase the land and pay Seller the sum aforesaid.

b. To use, maintain and occupy the land in accordance with any and all building and use restrictions applicable thereto.

c. To keep the land in accordance with all police, sanitary or other regulations imposed by any governmental authority.

d. To keep and maintain the land and the buildings in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of Seller's security, without the written consent of Seller

e. To pay all taxes and special assessments hereafter levied on the land, if any, before any penalty for non-payment attaches thereto, and submit receipts to Seller, as evidence of payment thereof.

f. To keep the buildings now or hereafter on the land insured against loss, damage and negligence, up to their full value, naming the Seller as a standard loss payee, and provide a copy to Seller with premium fully paid.

g. That he has examined a title insurance commitment/policy dated October 21, 1999 at 8 a.m. covering the land, and is satisfied with the marketability of title shown thereby. Delivery of such commitment or an owner's title policy issued pursuant to such commitment, or an abstract, to Purchaser shall constitute fulfillment of Seller's agreement to furnish title evidence herein contained.

h. That he has examined the land and is satisfied with the physical condition of any structure thereon, and hereby waives any and all claims on account of any encroachments on the land or on any premises adjacent thereto.

3. **Seller and Purchaser Mutually Agree:**

a. The Seller reserves the right to convey his interest in the above-described land and his conveyance hereof shall not be a cause for rescission. The Seller may, during the lifetime of this contract, place a mortgage on the premises above described, which shall be a lien on the premises, superior to the rights of the Purchaser herein, or may continue and renew any existing mortgage thereon, provided that the aggregate amount due on all outstanding mortgages shall not at any time be greater than the unpaid balance of the contract, and provided that the aggregate payments of principal and interest, whether periodic or final, required in any one month in such new or renewal mortgage shall not exceed those named in this contract; nor shall said new or renewal mortgage restrict the time of payments thereon to a date later than is provided for similar payments in this contract. To secure the priority of lien granted to a new or renewal mortgage as provided for in this paragraph, written notice shall be given to the Purchaser within fifteen (15) days of the execution of all such new mortgages and renewals containing the name and address of the mortgagee, the rate of interest of such mortgage, the amount and due date of payments and maturity of principal.

b. That if the title of Seller is evidenced by land contract or now or hereafter encumbered by mortgage, Seller shall meet payments of principal and interest thereon as they mature and produce evidence thereof to Purchaser on demand. On Seller's default Purchaser may pay the same, which payments shall be credited on the sums matured or first maturing hereon with interest at the same rate of this contract on payments so made. If proceedings are commenced to recover possession of the land or to enforce the payment of such contract or mortgage, because of Seller's default, Purchaser may at any time thereafter while such proceedings are pending encumber the land by mortgage security such sums as can be obtained upon such terms as may be required and with the proceedings pay and discharge such mortgage or Purchaser shall pay the principal and interest on such mortgage so given as they mature.

c. That if default is made by Purchaser in the payment of any tax or special assessment or insurance premiums or in the delivery of insurance as above provided, Seller may pay such tax, special assessment or premiums or procure such insurance and pay the premiums therefor, and any amount so paid shall at his or her option, be added to the unpaid balance and accrue interest as set forth in Paragraph 1(b).

d. That during the existence of this contract, any proceeds received from a hazard insurance policy covering the land shall first be used to repair the damage and restore the property, with the balance of such proceeds, if any, being distributed to Seller and Purchaser, as their interests may appear.

e. That no assignment or conveyance by Purchaser shall create any liability whatsoever against Seller until a duplicate thereof duly witnessed and acknowledged, containing the residence address of the assignee, shall be delivered either personally or by certified mail to Seller and receipt therefor obtained. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt or acceptance thereon.

f. That Purchaser shall have the right to possession of the land commencing, immediately, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. Provided, however, Seller shall be given a reasonable time, not to exceed 120 days, to remove those items of personal property not included in this transaction. If the land is vacant or unimproved, Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

g. That should Purchaser fail to perform this contract or any part thereof, Seller immediately after such default shall have the right to declare this contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and put out. A proper notice of forfeiture, giving Purchaser at least fifteen (15) days to pay any moneys required to be paid hereunder or to cure other material breaches of this contract, shall be served on Purchaser, as provided by statute, prior to institution of any proceedings to recover possession of the land.

h. That if proceedings are taken to enforce this contract by equitable action, the entire amount owing hereon shall be due and payable forthwith, anything herein contained to the contrary notwithstanding.

i. That time shall be deemed to be of the essence of this contract.

j. That any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be conclusively presumed to have been served upon Purchaser if such instrument was enclosed in an envelope with first-class postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this

contract or at the latest other address which may have been specified by Purchaser and receipted for in writing by Seller, and such envelope was deposited in the United States government mail.

k. Purchaser(s) acknowledge that they have physically inspected the premises; have had ample opportunity to have the premises inspected by professionals, and expressly agree to accept the property and improvements in their conditions "AS IS", there being no warranties either expressed or implied.

l. At any time that the Seller uses the above-described premises pursuant to its retained right to use the premises through December 31, 2002, the Seller shall maintain general liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) to cover personal injury and other types of general liability arising from its use of the premises.

m. During the term of this Contract the purchaser shall maintain general liability insurance in an amount not less than Two Million and no/100 (\$2,000,000.00) dollars to cover personal injury and other types of general liability arising from the premises, or the use made thereof. Seller shall be named as the co-payee on the policy and a copy of the policy shall be provided to the Seller by Purchaser.

n. Except as otherwise provided in said lease, Purchaser shall defend, indemnify and hold Seller harmless from any action or proceeding regarding any liability claims arising from the subject premises.

o. In the event of default of this Contract, the party causing or creating the default shall pay the actual costs, expenses and attorney fees of the non-defaulting party.

p. This transaction is contingent upon the Seller obtaining the proper vacation of those portions of Finley, Rose and Marion Avenues that traverse the above-described premises. If the same are not properly vacated by the due date for the final payment hereof, the parties herein agree to delay the date required for the final payment for a reasonable time to allow Seller to obtain the proper vacation. If the proper vacation is not obtained within a reasonable time, the Purchaser shall have the option to rescind this transaction without interest, costs or fees; or waive the contingency and accept the property "AS IS".

q. That the above-described parcel currently contains certain City of Big Rapids storm and sanitary sewers which easements granting the said City the right to use portions of the above-described parcel therefore have not been recorded. The City is in the process of recording the easement attached as "EXHIBIT A", and the parties herein agree to grant an easement for the existing storm sewers, with an approximate location thereof shown on "EXHIBIT B", and to do whatever else may be necessary to provide recorded evidence of currently located utilities.

Any individual parties hereto represent themselves to be of full age. Any corporate parties hereto represent themselves to be executing corporations with their charters in full force and effect. Any partnership parties hereto represent themselves to be existing partnerships with their certificates in full force and effect.

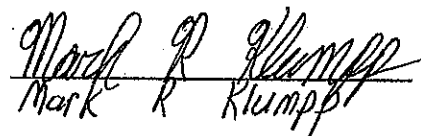
The pronouns and relative words herein used are written in the masculine and singular. If, however, more than one-person joins in the execution hereof as Seller or Purchaser, or either party be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, successors and assigns of the respective parties.

Signed, sealed and delivered by the parties in duplicate the day and year first above written.

IN PRESENCE OF:

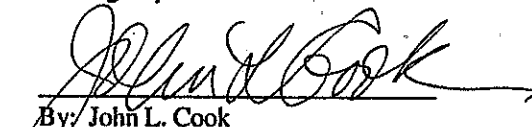


Steve Lobert



STATE OF MICHIGAN
COUNTY OF MECOSTA

For Big Rapids Public Schools



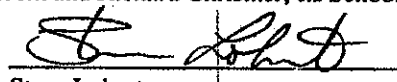
By: John L. Cook
Its: Superintendent



By: Richard Christner
Its: School Board President

The foregoing instrument was acknowledged before me this 23rd day of February, 2000
For Big Rapids Public Schools, By John L. Cook, Its Superintendent and Richard Christner, Its School Board President.

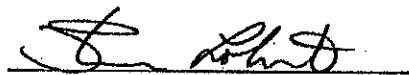
My commission expires
09-02-2001




Steve Lobert,
Notary Public
Mecosta County, Michigan

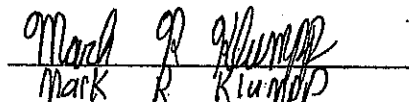
Signed, sealed and delivered by the parties in duplicate the day and year first above written.

IN PRESENCE OF:


Steve Lobert

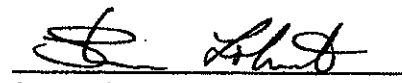
For The Crossroads Charter Academy


By: David Engels
Its: School Board President


Mark R. Klumpp
STATE OF MICHIGAN
COUNTY OF MECOSTA

The foregoing instrument was acknowledged before me this 23rd day of February, 2000 for The Crossroads Charter Academy By David Engels, Its School Board President.

My commission expires
09-02-2001


Steve Lobert
Notary Public
Mecosta County, Michigan

Drafted Without Opinion
By: Steve Lobert
Attorney at Law
119 S. Michigan Avenue
Big Rapids, MI 49307

3556-99 ldk/sp

Michigan Department of State Police
FIRE MARSHAL DIVISION
7150 Harris Drive
Lansing, Michigan 48913
Phone: (517) 322-1924

FIRE MARSHAL USE ONLY	Project No. 4-00-0043-91
Job No.	Cert. No. A-0164

PLAN REVIEW/DOCUMENTATION

FIRE ALARM OR FIRE SUPPRESSION SYSTEM INSTALLATION

Facility Name Big Rapids Jr. High School		Date of Plan Review 1-29-91
Address: No., Street, City, State, ZIP Big Rapids, MI 49307		County Mecosta
Facility Type School	System Type Fire Alarm/Fire Detection	System <input type="checkbox"/> New <input checked="" type="checkbox"/> Modification
Project Description System Replacement and Up-Date		
Architect/Engineer/Certified Firm Mr. Dick Wilson - Simplex Time Recorder		Telephone No. 616/784-7921
Address: No., Street, City, State, ZIP 701 Three Mile Rd., NW, Grand Rapids, MI 49504		

☐ Approved ☒ Approved contingent upon compliance with the following: ☐ Not approved for the reasons listed below

PLEASE REFERENCE OUR NUMBER 4-00-0043-91 ON FUTURE CORRESPONDENCE, ADDENDA, BLUEPRINTS, ETC. CONCERNING THIS PROJECT, AND NOTIFY ANY OTHER ARCHITECT/ENGINEER, COMPANY, SUB-CONTRACTOR ETC. INVOLVED.

THE SUBMITTED DOCUMENTS HAVE BEEN REVIEWED FOR COMPLIANCE WITH THE AUGUST 1, 1989 STATE SCHOOL FIRE SAFETY RULES.

OTHER LAWS AND STANDARDS TO BE CONSIDERED ARE PUBLIC ACT 144 OF 1982, PUBLIC ACT 217 OF 1956, PUBLIC ACT 230 OF 1972 AND NFPA PAMPHLETS 13, 70, 72A, 72E, 90A, ETC.

1. This submittal has been reviewed solely for the existence and location of initiating and signaling devices to determine compliance with promulgated fire safety and/or recognized national standards. It is the responsibility of the certified firm to assure compliance with all other applicable laws, codes and manufacturer's recommendations and component compatibility.
2. Provide an electrical certificate of approval from the electrical inspecting authority having jurisdiction.
3. Final field inspection approval of this project cannot be given until documentation of the fire alarm/fire detection system installation, as required by Act 144 of 1982, is received by Fire Marshal Division Headquarters.

SYSTEM DOCUMENTATION

I certify the system has been installed in accordance with Sections 1 to 25 of Act No. 207, P.A. of 1941, as amended (MCL 29.1-29.25) and R29.2801 to 29.2814 of the rules promulgated pursuant to the act.

Certified Firm & Address: No., Street, City, State, ZIP

Simplex Time Recorder Co. 2935 Walkent Ct NW Grand Rapids MI 49504

Authorized Name (type or print)

Signature & Date

TIM WHITTAKER

Timothy Whittaker 7-17-91

FIRE MARSHAL USE ONLY

Amt. of Fee Rec'd. \$40.00	Date Rec'd. 8-8-91	Check No. 209800	Voucher No. 695384	Certification No. A0164
Fire Marshal will endorse upon satisfactory completion of the project including deficiencies noted above.			Fire Marshal Inspection Date 8-16-91	
Fire Marshal-Endorsement Timothy Whittaker 7-491			Date 8-16-91	

This form is authorized by Act No. 207, P.A. of 1941, as amended. Completion of the form is required. Failure to provide the information may lead to decertification of the firm.

DISTRIBUTION:

Firm: Return 4 signed copies with \$40 to the Fire Marshal Division at the address at the top of the form.

Fire Marshal: After endorsement, return original to firm, copy to owner of building, copy to Fire Marshal Division Headquarters and retain copy at district offices.

[illegible]



State of Michigan
John Engler, Governor

Department of Consumer & Industry Services
Kathleen M. Wilbur, Director

Office of Fire Safety
Tony Sanfilippo, Director
7150 Harris Drive
P.O. Box 30700
Lansing, MI 48909-8200
517-322-1123

Jim Sanfilippo

MEMORANDUM

DATE: April 28, 1998
TO: Gary Cass, Public School Academy Program
FROM: Dan Dykstra
SUBJECT: Crossroads Charter Academy

This memo is in response to your memo dated April 27, 1998, regarding the re-use of the Big Rapids Middle School building as a charter school.

As we discussed, the Big Rapids Middle School will close at the end of the current school year (June 1998). Crossroads Academy will be purchasing the building from the Big Rapids School District, and has made application with an authorizing agent (Grand Valley State University) indicating their intent to operate a charter school in the building.

As we discussed, for the purposes of this office's jurisdiction, since application has been made within one year of the building being vacated, the new Crossroads Charter Academy will be considered an existing use, and the new owner may occupy the building at any time. However, if any remodeling or renovations are planned to the building, such work must have the approval of this office prior to such work being done.

If there are any further questions or concerns, feel free to contact me at this office.

Pc: Bert Lardie, OFS
Michael Pachulski, OFS - Grand Rapids field office

Michigan Department of Consumer & Industry Services
Bureau of Construction Codes/Elevator Safety Division
P.O. Box 30254, Lansing, Michigan 48909

DISTRICT 037
COUNTY Mecos

ZIP CODE 49307

TO:

NAME Big Rapids Mid School
STREET ADDRESS 215 N. State
BUILDING 2000#

AS OF 07-24-98, AN OFFICIAL INSPECTION OF YOUR ELEVATOR HAS REVEALED THAT YOU ARE IN VIOLATION OF THE HEREIN SPECIFIED PROVISIONS OF ACT 227, PA 1987 (BEING CL '48, § 408.801 ET SEQ.; MSA 1987 CUM SUPP § 17.495 (1) ET SEQ.), AND/OR OF THE HEREIN SPECIFIED RULES OF THE ELEVATOR SAFETY BOARD PROMULGATED PURSUANT TO SAID ACT 227. YOU ARE, THEREFORE, ORDERED TO TAKE THE CORRECTIVE ACTION(S) INDICATED. FAILURE TO TAKE THE INDICATED CORRECTIVE ACTION(S) ON OR BEFORE 08-24-98, COULD SUBJECT YOU TO THE PENALTIES PROVIDED BY SECTION 21 OF SAID ACT 227.

ITEM	SECTION OR RULE VIOLATED	REQUIRED CORRECTIVE ACTION(S)
	1002.3	A 5-YEAR RATED LOAD SAFETY TEST SHALL BE PERFORMED AND PROPER TAG ATTACHED. THE RESULT OF THIS TEST SHALL BE SUBMITTED TO THE MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES ON FORM BCC-277.
	1002.2	A 1-YEAR NO LOAD SAFETY TEST SHALL BE PERFORMED AND PROPER TAG ATTACHED. THE RESULT OF THIS TEST SHALL BE SUBMITTED TO THE MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES ON FORM BCC-277.
	R408.8639	A 3-YEAR 2-HOUR RATED LOAD RELIEF VALVE TEST SHALL BE PERFORMED AND PROPER TAG ATTACHED. THE RESULT OF THIS TEST SHALL BE SUBMITTED TO THE MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES ON FORM BCC-277.
1	M219	Clean pit - Done 7-27-98
2	1206	Clean car top & car door w/ related equipment Done 7-27-98
3	1206	Determine source of noise when car is in motion (see rules)
4	M228	Replace as needed order car rolled guides 7-27-98 - Done 8-8-98
		Replace floor covering in car with proper material

REMARKS
A FEE WILL BE CHARGED FOR EACH FOLLOW-UP INSPECTION CAUSED BY NON-COMPLIANCE OF CORRECTION ORDER BY DUE DATE.
INSPECTOR'S SIGNATURE W. J. Fordina
PERMANENT ID NUMBER 06302

LICENSED ELEVATOR JOURNEYPERSON PERFORMING WORK Robert Wainiga
I CERTIFY THAT AS OF 9-8-98 FULL COMPLIANCE WAS EFFECTED WITH RESPECT TO ALL OF THE ABOVE REQUIRED CORRECTIVE ACTIONS

NAME OF FIRM C. ROSSROADS CHARTER ACADEMY
SIGNATURE OF CERTIFIER [Signature]
TITLE Principal

COMPLETE AND RETURN THIS FORM TO THE MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES AS SOON AS FULL COMPLIANCE IS EFFECTED.

LICENSE NO.

54-000054

Fixed

ISSUED BY THE MICHIGAN DEPARTMENT OF
AGRICULTURE TO OPERATE UNDER THE
PROVISIONS OF PART 129 ACT 368,
PUBLIC ACTS OF 1978 AT:

215 NORTH STATE ST BIG RAPIDS

IS GRANTED TO:

CROSSROADS CHARTER ACADEMY

+

CROSSROADS CHARTER ACADEMY

215 NORTH STATE ST

BIG RAPIDS, MI 49307

+

DIRECT INQUIRIES TO: NECOSTA HEALTH DEPT -NEC

+

3554

STATE OF MICHIGAN



EXPIRES April 30, 1999

THIS LICENSE IS NOT TRANSFERABLE
AS TO PERSON OR PLACE. NOTIFY
THE LOCAL HEALTH DEPARTMENT
PRIOR TO CHANGE OF OWNERSHIP.

[SECTION 12904(6)]

RESTRICTIONS OR CONDITIONS:

FAILURE TO POST IN A CONSPICUOUS PLACE IS A MISDEMEANOR SECTION [12904(5)]



Department of Consumer & Industry Services
Kathleen M. Wilbur, Director

Office of Fire Safety
Tony Sanfilippo, Director
7150 Harris Drive
P.O. Box 30700
Lansing, MI 48909-8200
517-322-1123

MEMORANDUM

DATE: April 28, 1998
TO: Gary Cass, Public School Academy Program
FROM: Dan Dykstra
SUBJECT: Crossroads Charter Academy

This memo is in response to your memo dated April 27, 1998, regarding the re-use of the Big Rapids Middle School building as a charter school.

As we discussed, the Big Rapids Middle School will close at the end of the current school year (June 1998). Crossroads Academy will be purchasing the building from the Big Rapids School District, and has made application with an authorizing agent (Grand Valley State University) indicating their intent to operate a charter school in the building.

As we discussed, for the purposes of this office's jurisdiction, since application has been made within one year of the building being vacated, the new Crossroads Charter Academy will be considered an existing use, and the new owner may occupy the building at any time. However, if any remodeling or renovations are planned to the building, such work must have the approval of this office prior to such work being done.

If there are any further questions or concerns, feel free to contact me at this office.

Pc: Bert Lardie, OFS
Michael Pachulski, OFS - Grand Rapids field office

FAX
616-592-2127

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

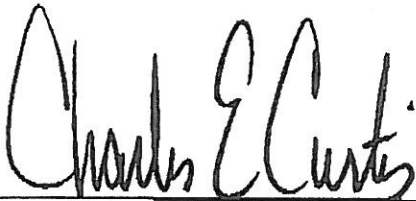
**Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division**

**P. O. Box 30254
Lansing, MI 48909
(517) 241-9317**

**Building Permit No. B035674
Crossroads Charter Academy High School
215 W Spruce Street
Big Rapids, Michigan
Mecosta County**

The above named building of Use Group E and Construction Type 2B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



**Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division**

March 28, 2014